

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
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| | | | | | | <p>entitled to recover damages; and</p> <p>2. The amount of damages. This applies only if the amount does not exceed the lesser of:</p> <p>a. \$50,000 for bodily injury to any one person in any one accident. Subject to this limit per person, \$100,000 for bodily injury to two or more people in any one accident; or</p> <p>b. The limits for bodily injury shown in the Declarations.</p> <p>If the amount exceeds the aforementioned limits, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrator's decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.</p> |
| READY REFERENCE TO YOUR AUTO POLICY | SA-2522/ILE P 6/03 | <p>EXCLUSIONS</p> <p>A. We do not provide Uninsured Motorists Coverage for property damage:</p> <p>3. For the first \$250 of the amount of the property damage to each of your covered autos as the result of any one accident.</p> <p>4. To any motor vehicle owned by you for which you have purchased Collision Coverage under this policy or any other policy.</p> | <p>C. A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <p>1. Promptly notify the police if a hit-and-run driver is involved.</p> <p>2. Promptly send us copies of the legal papers if a suit is brought.</p> | <p>PROPERTY DAMAGE UNINSURED MOTORISTS COVERAGE</p> <p>We will pay damages which you are legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident arising out of actual physical contact with your covered auto. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle. Any judgment for damages arising out of a suit brought without our written consent is not binding on us.</p> | <p>"Property damage" as used in this coverage means injury to or destruction of your covered auto. However, property damage does not include:</p> <p>1. Loss of use of your covered auto; or</p> <p>2. Damage to personal property contained in your covered auto other than a child restraint system that:</p> <p>a. meets the applicable standards of the Illinois Child Passenger Protection Act; and</p> <p>b. was in use by the child at the time of the accident for which this coverage applies..</p> | <p>A. If we and an insured do not agree:</p> <p>1. Whether that person is legally entitled to recover damages under this part; or</p> <p>2. As to the amount of damages; either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If such arbitrators are not selected within 45 days, either party may request that the arbitration be submitted to the American Arbitration Association.</p> <p>B. We will bear all the expenses of the arbitration except when the insured's recovery exceeds the minimum limit specified in the Illinois Safety Responsibility Law. If this occurs, the insured will be responsible up to the amount by which the insured's recovery exceeds the statutory minimum for:</p> <p>1. Payment of his or her expenses; and</p> <p>2. An equal share of the third arbitrator's expenses.</p> <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives.</p> <p>If arbitration is submitted to the American Arbitration Association, then the American Arbitration Association rules shall apply to all matters except medical opinions. As to medical opinions, if the amount of damages being sought:</p> <p>1. Is equal to or less than the minimum limit for bodily injury liability specified by the Illinois Safety Responsibility Law, then the American Arbitration Association rules</p> |

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| | | | | | | <p>shall apply.</p> <p>2. Exceeds the minimum limit for bodily injury liability specified by the Illinois Safety Responsibility Law, then rules of evidence that apply in the circuit court for placing medical opinions into evidence shall apply. In all other cases, local rules of law as to procedure and evidence shall apply.</p> <p>D. A decision agreed to by two of the arbitrators will be binding as to:</p> <p>1. Whether the insured is legally entitled to recover damages; and</p> <p>2. The amount of damages. This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the Illinois Safety Responsibility Law. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.</p> |
| READY REFERENCE TO YOUR AUTO POLICY | SA-2522/ILE P 7/05 | <p>EXCLUSIONS</p> <p>A. We do not provide Uninsured Motorists Coverage for property damage:</p> <p>3. For the first \$250 of the amount of the property damage to each of your covered autos as the result of any one accident.</p> <p>4. To any motor vehicle owned by you for which you have purchased Collision Coverage under this policy or any other policy.</p> | <p>C. A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <p>1. Promptly notify the police if a hit-and-run driver is involved.</p> <p>2. Promptly send us copies of the legal papers if a suit is brought.</p> | <p>PROPERTY DAMAGE UNINSURED MOTORISTS COVERAGE</p> <p>We will pay damages which you are legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident arising out of actual physical contact with your covered auto.</p> <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle. Any judgment for damages arising out of a suit brought without our written consent is not binding on us.</p> | <p>"Property damage" as used in this coverage means injury to or destruction of your covered auto. However, property damage does not include:</p> <p>1. Loss of use of your covered auto; or</p> <p>2. Damage to personal property contained in your covered auto other than a child restraint system that: a. meets the applicable standards of the Illinois Child Passenger Protection Act; and b. was in use by the child at the time of the accident for which this coverage applies.</p> | <p>A. If we and an insured do not agree:</p> <p>1. Whether that person is legally entitled to recover damages under this part; or</p> <p>2. As to the amount of damages; either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If such arbitrators are not selected within 45 days, either party may request that the arbitration be submitted to the American Arbitration Association.</p> <p>B. We will bear all the expenses of the arbitration except when the insured's recovery exceeds the minimum limit specified in the Illinois Safety Responsibility Law. If this occurs, the insured will be responsible up to the amount by which the insured's recovery exceeds the statutory minimum for:</p> <p>1. Payment of his or her expenses; and</p> <p>2. An equal share of the third arbitrator's expenses.</p> <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives.</p> <p>If arbitration is submitted to the American Arbitration Association, then the American Arbitration Association rules shall apply to all matters except medical opinions. As to medical opinions, if the amount of damages being sought:</p> <p>1. Is equal to or less than the minimum limit for bodily injury liability specified by the Illinois Safety Responsibility Law, then the American Arbitration Association rules shall apply.</p> <p>2. Exceeds the minimum limit for bodily injury liability specified by the Illinois Safety Responsibility Law, then rules of evidence that apply in</p> |

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| | | | | | | <p>the circuit court for placing medical opinions into evidence shall apply. In all other cases, local rules of law as to procedure and evidence shall apply.</p> <p>D. A decision agreed to by two of the arbitrators will be binding as to:</p> <ol style="list-style-type: none"> 1. Whether the insured is legally entitled to recover damages; and 2. The amount of damages. This applies only if the amount does not exceed the lesser of: <ol style="list-style-type: none"> a. \$50,000 for bodily injury to any one person in any one accident. Subject to this limit per person, \$100,000 for bodily injury to two or more people in any one accident; or b. The limits for bodily injury shown in the Declarations. <p>If the amount exceeds the aforementioned limits, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrator's decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.</p> |

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| LOUISIANA PERSONAL AUTO POLICY | SA-1714/LAEP R1 12/02 | <p>EXCLUSIONS</p> <p>A. We do not provide Uninsured Motorists Coverage for property damage.</p> <p>3. For the first \$250 of the amount of the property damage to each of your covered autos as the result of any one accident.</p> <p>4. To any motor vehicle owned by you for which you have purchased Collision Coverage under this policy or any other policy.</p> | <p>C. A person seeking Uninsured Motorists Coverage must also:</p> <p>1. Promptly notify the police if a hit-and-run driver is involved.</p> <p>2. Promptly send us copies of the legal papers if a suit is brought.</p> | <p>PROPERTY DAMAGE UNINSURED MOTORISTS COVERAGE INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p> <p>We will pay under this coverage only after the submission of claims exceeds the limits of liability under any applicable property damage liability bonds or policies.</p> | <p>C. "Property damage" as used in this coverage means injury to or destruction of your covered auto. However, property damage does not include:</p> <p>1. Loss of use of your covered auto; or</p> <p>2. Damage to property owned by the insured while contained in your covered auto.</p> | <p>ARBITRATION</p> <p>A. If we and an insured do not agree:</p> <p>1. Whether that insured is legally entitled to recover damages; or</p> <p>2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle, then the insured may request that the matter be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. If arbitration is requested, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will:</p> <p>1. Pay the expenses it incurs; and</p> <p>2. Bear the expenses of the third arbitrator equally.</p> <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. Any decision of the arbitrator will not be binding and is subject to the jurisdiction of Louisiana courts.</p> |

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| LOUISIANA PERSONAL AUTO POLICY | SA-1852/LAEP 9/01 | <p>EXCLUSIONS</p> <p>A. We do not provide Uninsured Motorists Coverage for property damage:</p> <p>3. For the first \$250 of the amount of the property damage to each of your covered autos as the result of any one accident.</p> <p>4. To any motor vehicle owned by you for which you have purchased Collision Coverage under this policy or any other policy.</p> <p>OTHER INSURANCE</p> <p>If there is other applicable insurance available under more than one policy or provision of coverage that is similar to the insurance provided by this coverage:</p> <p>1. Any recovery for damages for property damage sustained by an insured may equal but not exceed \$10,000.</p> | <p>C. A person seeking Uninsured Motorists Coverage must also:</p> <p>1. Promptly notify the police if a hit-and-run driver is involved.</p> <p>2. Promptly send us copies of the legal papers if a suit is brought.</p> | <p>PROPERTY DAMAGE UNINSURED MOTORISTS COVERAGE INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident.</p> <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p> <p>We will pay under this coverage only after the limits of liability under any property damage liability bonds or policies applicable to the uninsured motor vehicle have been exhausted by payment of judgments or settlements.</p> | <p>C. "Property damage" as used in this coverage means injury to or destruction of your covered auto. However, property damage does not include:</p> <p>1. Loss of use of your covered auto; or</p> <p>2. Damage to property owned by the insured while contained in your covered auto.</p> | <p>ARBITRATION</p> <p>A. If we and an insured do not agree:</p> <p>1. Whether that insured is legally entitled to recover damages; or</p> <p>2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will:</p> <p>1. Pay the expenses it incurs; and</p> <p>2. Bear the expenses of the third arbitrator equally.</p> <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. Any decision of the arbitrator will not be binding.</p> |

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| LOUISIANA — PERSONAL AUTO POLICY | SA-1852/LAEP 8/06 | <p>EXCLUSIONS</p> <p>A. We do not provide Uninsured Motorists Coverage for property damage:</p> <p>4. For the first \$250 of the amount of the property damage to each of your covered autos as the result of any one accident.</p> <p>5. To any motor vehicle owned by you for which you have purchased Collision Coverage under this policy or any other policy.</p> <p>OTHER INSURANCE</p> <p>If there is other applicable insurance available under more than one policy or provision of coverage that is similar to the insurance provided by this coverage:</p> <p>1. Any recovery for damages for property damage sustained by an insured may equal but not exceed \$10,000.</p> | <p>C. A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <p>1. Report the accident to the police or other civil authority within twenty-four (24) hours or as soon as practicable if a hit-and-run driver is involved.</p> <p>2. Promptly send us copies of the legal papers if a suit is brought.</p> | <p>PROPERTY DAMAGE UNINSURED MOTORISTS COVERAGE INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident.</p> <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p> <p>We will pay under this coverage only after the limits of liability under any property damage liability bonds or policies applicable to the uninsured motor vehicle have been exhausted by payment of judgments or settlements.</p> | <p>C. "Property damage" as used in this coverage means injury to or destruction of your covered auto.</p> <p>However, property damage does not include:</p> <p>1. Loss of use of your covered auto; or</p> <p>2. Damage to property owned by the insured while contained in your covered auto.</p> | <p>ARBITRATION</p> <p>A. If we and an insured do not agree:</p> <p>1. Whether that insured is legally entitled to recover damages; or</p> <p>2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle, then the matter may be arbitrated.</p> <p>However, disputes concerning coverage under this Part may not be arbitrated.</p> <p>Both parties must agree to arbitration.</p> <p>If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will:</p> <p>1. Pay the expenses it incurs; and</p> <p>2. Bear the expenses of the third arbitrator equally.</p> <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. Any decision of the arbitrator will not be binding.</p> |

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| LOUISIANA PERSONAL AUTO POLICY | SA-1852/LAEP 5/09 | <p>EXCLUSIONS</p> <p>A. We do not provide Uninsured Motorists Coverage for property damage:</p> <p>4. For the first \$250 of the amount of the property damage to each of your covered autos as the result of any one accident.</p> <p>5. To any motor vehicle owned by you for which you have purchased Collision Coverage under this policy or any other policy.</p> <p>OTHER INSURANCE</p> <p>If there is other applicable insurance available under more than one policy or provision of coverage that is similar to the insurance provided by this coverage:</p> <p>1. Any recovery for damages for property damage sustained by an insured may equal but not exceed \$10,000.</p> | <p>A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <p>1. Report the accident to the police or other civil authority within twenty-four (24) hours or as soon as practicable if a hit-and-run driver is involved.</p> <p>2. Promptly send us copies of the legal papers if a suit is brought.</p> | <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident.</p> <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p> <p>We will pay under this coverage only after the limits of liability under any property damage liability bonds or policies applicable to the uninsured motor vehicle have been exhausted by payment of judgments or settlements.</p> | <p>C. "Property damage" as used in this coverage means injury to or destruction of your covered auto. However, property damage does not include:</p> <p>1. Loss of use of your covered auto; or</p> <p>2. Damage to property owned by the insured while contained in your covered auto.</p> | <p>ARBITRATION</p> <p>A. If we and an insured do not agree:</p> <p>1. Whether that insured is legally entitled to recover damages; or</p> <p>2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated.</p> <p>Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will:</p> <p>1. Pay the expenses it incurs; and</p> <p>2. Bear the expenses of the third arbitrator equally.</p> <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. Any decision of the arbitrator will not be binding.</p> |

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| LOUISIANA PERSONAL AUTO POLICY | SA-1852/LAEP 4/08 | <p>EXCLUSIONS</p> <p>A. We do not provide Uninsured Motorists Coverage for property damage:</p> <p>4. For the first \$250 of the amount of the property damage to each of your covered autos as the result of any one accident.</p> <p>5. To any motor vehicle owned by you for which you have purchased Collision Coverage under this policy or any other policy.</p> <p>OTHER INSURANCE</p> <p>If there is other applicable insurance available under more than one policy or provision of coverage that is similar to the insurance provided by this coverage:</p> <p>1. Any recovery for damages for property damage sustained by an insured may equal but not exceed \$10,000.</p> | <p>C. A person seeking Uninsured Underinsured Motorists Coverage must also:</p> <p>1. Report the accident to the police or other civil authority with in twenty-four (24) hours or as soon as practicable if a hit-and-run driver is involved.</p> <p>2. Promptly send us copies of the legal papers if a suit is brought.</p> | <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident.</p> <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p> <p>We will pay under this coverage only after the limits of liability under any property damage liability bonds or policies applicable to the uninsured motor vehicle have been exhausted by payment of judgments or settlements.</p> | <p>"Property damage" as used in this coverage means injury to or destruction of your covered auto. However, property damage does not include:</p> <p>1. Loss of use of your covered auto; or</p> <p>2. Damage to property owned by the insured while contained in your covered auto.</p> | <p>If we and an insured do not agree:</p> <p>1. Whether that insured is legally entitled to recover damages; or</p> <p>2. As to the amount of damages which are recoverable by that insured;</p> <p>from the owner or operator of an uninsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will:</p> <p>1. Pay the expenses it incurs; and</p> <p>2. Bear the expenses of the third arbitrator equally.</p> <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. Any decision of the arbitrator will not be binding.</p> |

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| MARYLAND PERSONAL AUTO POLICY | SA-2522/MDEP 11/04 | <p>We do not provide Uninsured Motorists Coverage for property damage or bodily injury sustained by any Insured:</p> <p>1. For the first \$250 of the amount of property damage to the property of each insured as the result of any one accident.</p> <p>The limit of liability shown in the Declarations for "each accident" for Uninsured Motorists Coverage Property Damage is our maximum limit of liability for all property damage resulting from any one accident. This is the most we will pay regardless of the number of:</p> <p>1. Insureds;</p> <p>2. Claims made;</p> <p>3. Vehicles or premiums shown in the Declarations;</p> <p>or</p> <p>4. Vehicles involved in the accident.</p> <p>C. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A or Part B of this policy.</p> <p>F. No payment will be made for loss paid or payable to the insured under Part D of the policy.</p> | <p>C. A person seeking Uninsured Motorists Coverage must also:</p> <p>1. Promptly notify the police if a hit-and-run driver is involved.</p> <p>2. Promptly send us copies of the legal papers if a suit is brought.</p> | <p>INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of:</p> <p>1. Bodily injury sustained by an insured and caused by an accident; and</p> <p>2. Property damage caused by an accident. Only sections 1., 2., 4. and 5. of the definition of uninsured motor vehicle apply to property damage. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p> | None. | <p>ARBITRATION</p> <p>A. If we and an insured do not agree:</p> <p>1. Whether an insured is legally entitled to recover damages; or</p> <p>2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will:</p> <p>1. Pay the expenses it incurs; and</p> <p>2. Bear the expenses of the third arbitrator equally.</p> <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:</p> <p>1. Whether the insured is legally entitled to recover damages; and</p> <p>2. The amount of damages. This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which your covered auto is principally garaged. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.</p> |

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| MARYLAND PERSONAL AUTO POLICY | SA-2522/MDEP 10/02 | <p>We do not provide Uninsured Motorists Coverage for property damage or bodily injury sustained by any insured:</p> <p>1. For the first \$250 of the amount of property damage to the property of each insured as the result of any one accident.</p> <p>The limit of liability shown in the Declarations for "each accident" for Uninsured Motorists Coverage Property Damage is our maximum limit of liability for all property damage resulting from any one accident. This is the most we will pay regardless of the number of:</p> <p>1. Insureds;</p> <p>2. Claims made;</p> <p>3. Vehicles or premiums shown in the Declarations;</p> <p>or</p> <p>4. Vehicles involved in the accident.</p> <p>C. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A or Part B of this policy.</p> <p>F. No payment will be made for loss paid or payable to the insured under Part D of the policy.</p> | <p>C. A person seeking Uninsured Motorists Coverage must also:</p> <p>1. Promptly notify the police if a hit-and-run driver is involved.</p> <p>2. Promptly send us copies of the legal papers if a suit is brought.</p> | <p>INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of:</p> <p>1. Bodily injury sustained by an insured and caused by an accident; and</p> <p>2. Property damage caused by an accident. Only sections 1., 2., 4. and 5. of the definition of uninsured motor vehicle apply to property damage. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p> | None. | <p>ARBITRATION</p> <p>A. If we and an insured do not agree:</p> <p>1. Whether an insured is legally entitled to recover damages; or</p> <p>2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated.</p> <p>Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will:</p> <p>1. Pay the expenses it incurs; and</p> <p>2. Bear the expenses of the third arbitrator equally.</p> <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:</p> <p>1. Whether the insured is legally entitled to recover damages; and</p> <p>2. The amount of damages. This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which your covered auto is principally garaged. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.</p> |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
|-------------------------------|--------------------|---|---|--|--|--|
| MARYLAND PERSONAL AUTO POLICY | SA-1852/MDEP 12/01 | <p>We do not provide Uninsured Motorists Coverage for property damage or bodily injury sustained by any insured:</p> <p>1. For the first \$250 of the amount of property damage to the property of each insured as the result of any one accident.</p> <p>The limit of liability shown in the Declarations for "each accident" for Uninsured Motorists Coverage Property Damage is our maximum limit of liability for all property damage resulting from any one accident. This is the most we will pay regardless of the number of:</p> <p>1. Insureds;</p> <p>2. Claims made;</p> <p>3. Vehicles or premiums shown in the Declarations;</p> <p>or</p> <p>4. Vehicles involved in the accident.</p> <p>C. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A or Part B of this policy.</p> <p>F. No payment will be made for loss paid or payable to the insured under Part D of the policy.</p> | <p>C. A person seeking Uninsured Motorists Coverage must also:</p> <p>1. Promptly notify the police if a hit-and-run driver is involved.</p> <p>2. Promptly notify us if a suit is brought. We request that a copy of any legal papers served accompany the notice.</p> | <p>INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of:</p> <p>1. Bodily injury sustained by an insured and caused by an accident; and</p> <p>2. Property damage caused by an accident. Only sections 1., 2., 4. and 5. of the definition of uninsured motor vehicle apply to property damage.</p> <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p> | None. | <p>ARBITRATION</p> <p>If we and an Insured do not agree:</p> <p>1. Whether that Insured is legally entitled to recover damages; or</p> <p>2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated.</p> <p>Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will:</p> <p>1. Pay the expenses it incurs; and</p> <p>2. Bear the expenses of the third arbitrator equally.</p> <p>C. Unless both parties agree otherwise, arbitration will take place in the county and state in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:</p> <p>1. Whether the insured is legally entitled to recover damages; and</p> <p>2. The amount of damages. This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which your covered auto is principally garaged. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.</p> |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
|-------------------------------|--------------------|---|---|--|--|---|
| MARYLAND PERSONAL AUTO POLICY | SA-1852/MDEP 11/04 | <p>We do not provide Uninsured Motorists Coverage for property damage or bodily injury sustained by any insured:</p> <p>1. For the first \$250 of the amount of property damage to the property of each insured as the result of any one accident.</p> <p>The limit of liability shown in the Declarations for "each accident" for Uninsured Motorists Coverage Property Damage is our maximum limit of liability for all property damage resulting from any one accident. This is the most we will pay regardless of the number of:</p> <p>1. Insureds; 2. Claims made; 3. Vehicles or premiums shown in the Declarations; or 4. Vehicles involved in the accident.</p> <p>C. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A or Part B of this policy.</p> <p>F. No payment will be made for loss paid or payable to the insured under Part D of the policy.</p> | <p>C. A person seeking Uninsured Motorists Coverage must also:</p> <p>1. Promptly notify the police if a hit-and-run driver is involved.</p> <p>2. Promptly notify us if a suit is brought. We request that a copy of any legal papers served accompany the notice.</p> | <p>INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of:</p> <p>1. Bodily injury sustained by an insured and caused by an accident; and 2. Property damage caused by an accident. Only sections 1., 2., 4. and 5. of the definition of uninsured motor vehicle apply to property damage. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p> | None. | <p>ARBITRATION</p> <p>If we and an insured do not agree:</p> <p>1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated.</p> <p>Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will:</p> <p>1. Pay the expenses it incurs; and 2. Bear the expenses of the third arbitrator equally.</p> <p>C. Unless both parties agree otherwise, arbitration will take place in the county and state in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:</p> <p>1. Whether the insured is legally entitled to recover damages; and 2. The amount of damages. This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which your covered auto is principally garaged. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.</p> |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
|-------------------------------|--------------------|--|--|--|---|--|
| MARYLAND PERSONAL AUTO POLICY | SA-1852/MDEP 10/08 | <p>We do not provide Uninsured Motorists Coverage for property damage or bodily injury sustained by any insured:</p> <p>1. For the first \$250 of the amount of property damage to the property of each insured as the result of any one accident.</p> <p>The limit of liability shown in the Declarations for "each accident" for Uninsured Motorists Coverage Property Damage is our maximum limit of liability for all property damage resulting from any one accident. This is the most we will pay regardless of the number of:</p> <p>1. Insureds;</p> <p>2. Claims made;</p> <p>3. Vehicles or premiums shown in the Declarations;</p> <p>or</p> <p>4. Vehicles involved in the accident.</p> <p>D. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A or Part B2 of this policy.</p> <p>H. No payment will be made for loss paid or payable to the insured under Part D of the policy.</p> | <p>C. A person seeking Uninsured Motorists Coverage must also:</p> <p>1. Report the accident to the police or other civil authority within twenty-four (24) hours or as soon as practicable if a hit-and-run driver is involved.</p> <p>2. Promptly send us copies of the legal papers if a suit is brought.</p> | <p>INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of:</p> <p>1. Bodily injury sustained by that insured and caused by an accident; and</p> <p>2. Property damage caused by an accident. Only sections 1., 2., 4. and 5. of the definition of uninsured motor vehicle apply to property damage.</p> <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance</p> | <p>C. "Property damage" as used in this coverage means injury to or destruction of:</p> <p>1. Your covered auto.</p> <p>2. Any property owned by a person listed in 1. or 2. of the definition of insured while contained in your covered auto.</p> | <p>ARBITRATION</p> <p>A. If we and an insured do not agree:</p> <p>1. Whether that insured is legally entitled to recover damages; or</p> <p>2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle or underinsured motor vehicle then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will:</p> <p>1. Pay the expenses it incurs; and</p> <p>2. Bear the expenses of the third arbitrator equally.</p> <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding. A decision agreed to by two of the arbitrators will be binding as to:</p> <p>1. Whether the Insured is legally entitled to recover damages; and</p> <p>2. The amount of damages.</p> <p>This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which your covered auto is principally garaged. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.</p> |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
|-------------------------------|-------------------|--|--|---|---|---|
| MARYLAND PERSONAL AUTO POLICY | SA-1852/MDEP 6/08 | <p>We do not provide Uninsured Motorists Coverage for property damage or bodily injury sustained by any insured:</p> <p>1. For the first \$250 of the amount of property damage to the property of each insured as the result of any one accident.</p> <p>The limit of liability shown in the Declarations for "each accident" for Uninsured Motorists Coverage Property Damage is our maximum limit of liability for all property damage resulting from any one accident. This is the most we will pay regardless of the number of:</p> <p>1. Insureds;</p> <p>2. Claims made;</p> <p>3. Vehicles or premiums shown in the Declarations;</p> <p>or</p> <p>4. Vehicles involved in the accident.</p> <p>D. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A or Part B2 of this policy.</p> <p>H. No payment will be made for loss paid or payable to the insured under Part D of the policy.</p> | <p>C. A person seeking Uninsured Motorists Coverage must also:</p> <p>1. Report the accident to the police or other civil authority within twenty-four (24) hours or as soon as practicable if a hit-and-run driver is involved.</p> <p>2. Promptly send us copies of the legal papers if a suit is brought.</p> | <p>INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of:</p> <p>1. Bodily injury sustained by that insured and caused by an accident; and</p> <p>2. Property damage caused by an accident. Only sections 1., 2., 4. and 5. of the definition of uninsured motor vehicle apply to property damage.</p> | <p>C. "Property damage" as used in this coverage means injury to or destruction of:</p> <p>1. Your covered auto.</p> <p>2. Any property owned by a person listed in 1. or 2. of the definition of Insured while contained in your covered auto.</p> | <p>ARBITRATION</p> <p>A. If we and an insured do not agree:</p> <p>1. Whether that insured is legally entitled to recover damages; or</p> <p>2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle or underinsured motor vehicle then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will:</p> <p>1. Pay the expenses it incurs; and</p> <p>2. Bear the expenses of the third arbitrator equally.</p> <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding. A decision agreed to by two of the arbitrators will be binding as to:</p> <p>1. Whether the Insured is legally entitled to recover damages; and</p> <p>2. The amount of damages.</p> <p>This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which your covered auto is principally garaged. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.</p> |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
|-------------------------------|-------------------|---|--|--|--|---|
| MARYLAND PERSONAL AUTO POLICY | SA-2522/MDEP 6/05 | <p>We do not provide Uninsured Motorists Coverage for property damage or bodily injury sustained by any insured:</p> <p>1. For the first \$250 of the amount of property damage to the property of each insured as the result of any one accident.</p> <p>The limit of liability shown in the Declarations for "each accident" for Uninsured Motorists Coverage Property Damage is our maximum limit of liability for all property damage resulting from any one accident. This is the most we will pay regardless of the number of:</p> <p>1. Insureds;</p> <p>2. Claims made;</p> <p>3. Vehicles or premiums shown in the Declarations;</p> <p>or</p> <p>4. Vehicles involved in the accident.</p> <p>D. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A or Part B of this policy.</p> <p>G. No payment will be made for loss paid or payable to the insured under Part D of the policy.</p> | <p>C. A person seeking Uninsured Motorists Coverage must also:</p> <p>1. Promptly notify the police if a hit-and-run driver is involved.</p> <p>2. Promptly send us copies of the legal papers if a suit is brought.</p> | <p>INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of:</p> <p>1. Bodily injury sustained by an insured and caused by an accident; and</p> <p>2. Property damage caused by an accident. Only sections 1., 2., 4. and 5. of the definition of uninsured motor vehicle apply to property damage. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p> | None. | <p>ARBITRATION</p> <p>A. If we and an insured do not agree:</p> <p>1. Whether an insured is legally entitled to recover damages; or</p> <p>2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated.</p> <p>Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will:</p> <p>1. Pay the expenses it incurs; and</p> <p>2. Bear the expenses of the third arbitrator equally.</p> <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:</p> <p>1. Whether the insured is legally entitled to recover damages; and</p> <p>2. The amount of damages. This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which your covered auto is principally garaged. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.</p> |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
|-------------------------------|-------------------|---|---|---|--|---|
| MARYLAND PERSONAL AUTO POLICY | SA-1852/MDEP 6/05 | <p>We do not provide Uninsured Motorists Coverage for property damage or bodily injury sustained by any insured:</p> <p>1. For the first \$250 of the amount of property damage to the property of each insured as the result of any one accident.</p> <p>The limit of liability shown in the Declarations for "each accident" for Uninsured Motorists Coverage Property Damage is our maximum limit of liability for all property damage resulting from any one accident. This is the most we will pay regardless of the number of:</p> <p>1. Insureds;</p> <p>2. Claims made;</p> <p>3. Vehicles or premiums shown in the Declarations;</p> <p>or</p> <p>4. Vehicles involved in the accident.</p> <p>D. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A or Part B of this policy.</p> <p>G. No payment will be made for loss paid or payable to the insured under Part D of the policy.</p> | <p>C. A person seeking Uninsured Motorists Coverage must also:</p> <p>1. Promptly notify the police if a hit-and-run driver is involved.</p> <p>2. Promptly notify us if a suit is brought. We request that a copy of any legal papers served accompany the notice.</p> | <p>INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of:</p> <p>1. Bodily injury sustained by an insured and caused by an accident; and</p> <p>2. Property damage caused by an accident. Only sections 1., 2., 4. and 5. of the definition of uninsured motor vehicle apply to property damage.</p> <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p> | None. | <p>ARBITRATION</p> <p>If we and an insured do not agree:</p> <p>1. Whether that insured is legally entitled to recover damages; or</p> <p>2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will:</p> <p>1. Pay the expenses it incurs; and</p> <p>2. Bear the expenses of the third arbitrator equally.</p> <p>C. Unless both parties agree otherwise, arbitration will take place in the county and state in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:</p> <p>1. Whether the insured is legally entitled to recover damages; and</p> <p>2. The amount of damages. This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which your covered auto is principally garaged. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.</p> |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
|----------------------------------|--------------------|---|---|---|--|--|
| MISSISSIPPI PERSONAL AUTO POLICY | SA-2522/MSEP 11/02 | <p>EXCLUSIONS</p> <p>A. We do not provide Uninsured Motorists Coverage for bodily injury or property damage sustained by any insured:</p> <p>4. For the first \$200 of the amount of property damage to the property of each insured as the result of any one accident.</p> <p>3. Our maximum limit of liability for all property damage resulting from any one accident is the sum of that part of the limit of Property Damage Liability shown in the Declarations for "each accident" that does not exceed the limit specified in the Mississippi Motor Vehicle Safety Responsibility Law.</p> <p>D. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A. or Part B. of this policy.</p> <p>G. No payment will be made for loss paid or payable to an insured under Part D. of the policy.</p> | C. A person seeking Uninsured Motorists Coverage must also: 1. Promptly notify the police if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. | <p>INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of:</p> <p>1. Bodily injury sustained by an insured and caused by an accident; and</p> <p>2. Property damage caused by an accident if the Declarations indicate that both bodily injury and property damage Uninsured Motorists Coverage applies. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p> | C. "Property damage" as used in this Part means injury to or destruction of: 1. Your covered auto. 2. Any property owned by an insured while contained in your covered auto. | None. |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
|----------------------------------|-------------------|---|---|---|--|--|
| MISSISSIPPI PERSONAL AUTO POLICY | SA-2522/MSEP 6/05 | <p>EXCLUSIONS</p> <p>A. We do not provide Uninsured Motorists Coverage for bodily injury or property damage sustained by any insured:</p> <p>4. For the first \$200 of the amount of property damage to the property of each insured as the result of any one accident.</p> <p>3. Our maximum limit of liability for all property damage resulting from any one accident is the sum of that part of the limit of Property Damage Liability shown in the Declarations for "each accident" that does not exceed the limit specified in the Mississippi Motor Vehicle Safety Responsibility Law.</p> <p>E. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A. or Part B. of this policy.</p> <p>H. No payment will be made for loss paid or payable to an insured under Part D. of the policy.</p> | C. A person seeking Uninsured Motorists Coverage must also: 1. Promptly notify the police if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. | <p>INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of:</p> <p>1. Bodily injury sustained by an insured and caused by an accident; and</p> <p>2. Property damage caused by an accident if the Declarations indicates that both bodily injury and property damage Uninsured Motorists Coverage applies.</p> <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p> | C. "Property damage" as used in this Part means injury to or destruction of: 1. Your covered auto. 2. Any property owned by an insured while contained in your covered auto. | None. |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
|----------------------------------|-------------------|---|--|---|---|--|
| MISSISSIPPI PERSONAL AUTO POLICY | SA-1852/MSEP 8/06 | <p>EXCLUSIONS</p> <p>A. We do not provide Uninsured Motorists Coverage for bodily injury or property damage sustained by any insured:</p> <p>5. For the first \$200 of the amount of property damage to the property of each insured as the result of any one accident.</p> <p>3. Our maximum limit of liability for all property damage resulting from any one accident is the sum of that part of the limit of Property Damage Liability shown in the Declarations for "each accident" that does not exceed the limit specified in the Mississippi Motor Vehicle Safety Responsibility Law.</p> <p>E. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A. or Part B. of this policy.</p> <p>H. No payment will be made for loss paid or payable to an insured under Part D. of the policy.</p> | <p>C. A person seeking Uninsured Motorists Coverage must also:</p> <p>1. Report the accident to the police or other civil authority within twenty-four (24) hours or as soon as practicable if a hit-and-run driver is involved.</p> <p>2. Promptly send us copies of the legal papers if a suit is brought.</p> | <p>INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of:</p> <p>1. Bodily injury sustained by an insured and caused by an accident; and</p> <p>2. Property damage caused by an accident if the Declarations indicates that both bodily injury and property damage Uninsured Motorists Coverage applies.</p> <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle or underinsured motor vehicle.</p> | <p>C. "Property damage" as used in this Part means injury to or destruction of:</p> <p>1. Your covered auto.</p> <p>2. Any property owned by an insured while contained in your covered auto.</p> | None |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
|----------------------------------|-------------------|---|--|---|---|--|
| MISSISSIPPI PERSONAL AUTO POLICY | SA-1852/MSEP 6/05 | <p>EXCLUSIONS</p> <p>A. We do not provide Uninsured Motorists Coverage for bodily injury or property damage sustained by any insured:</p> <p>4. For the first \$200 of the amount of property damage to the property of each insured as the result of any one accident.</p> <p>3. Our maximum limit of liability for all property damage resulting from any one accident is the sum of that part of the limit of Property Damage Liability shown in the Declarations for "each accident" that does not exceed the limit specified in the Mississippi Motor Vehicle Safety Responsibility Law.</p> <p>E. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A. or Part B. of this policy.</p> <p>H. No payment will be made for loss paid or payable to an insured under Part D. of the policy.</p> | <p>C. A person seeking Uninsured Motorists Coverage must also:</p> <p>1. Promptly notify the police if a hit-and-run driver is involved.</p> <p>2. Promptly send us copies of the legal papers if a suit is brought.</p> | <p>INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of:</p> <p>1. Bodily injury sustained by an insured and caused by an accident; and</p> <p>2. Property damage caused by an accident if the Declarations indicates that both bodily injury and property damage Uninsured Motorists Coverage applies.</p> <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p> | <p>C. "Property damage" as used in this Part means injury to or destruction of:</p> <p>1. Your covered auto.</p> <p>2. Any property owned by an insured while contained in your covered auto.</p> | None. |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
|----------------------------------|-------------------|---|---|---|---|--|
| MISSISSIPPI PERSONAL AUTO POLICY | SA-1852/MSEP 3/00 | <p>EXCLUSIONS</p> <p>A. We do not provide Uninsured Motorists Coverage for bodily injury or property damage sustained by any insured:</p> <p>4. For the first \$200 of the amount of property damage to the property of each insured as the result of any one accident.</p> <p>3. Our maximum limit of liability for all property damage resulting from any one accident is the sum of that part of the limit of Property Damage Liability shown in the Declarations for "each accident" that does not exceed the limit specified in the Mississippi Motor Vehicle Safety Responsibility Law.</p> <p>D. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A. or Part B. of this policy.</p> <p>G. No payment will be made for loss paid or payable to an insured under Part D. of the policy.</p> | <p>C. A person seeking Uninsured Motorists must also:</p> <p>1. Promptly notify the police if a hit-and-run driver is involved.</p> <p>2. Promptly send us copies of the legal papers if a suit is brought.</p> | <p>INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of:</p> <p>1. Bodily injury sustained by an insured and caused by an accident; and</p> <p>2. Property damage caused by an accident if the Declarations indicates that both bodily injury and property damage Uninsured Motorists Coverage applies.</p> <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p> | <p>C. "Property damage" as used in this Part means Injury to or destruction of:</p> <p>1. Your covered auto.</p> <p>2. Any property owned by an insured while contained in your covered auto.</p> | None. |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
|------------------------------|-------------------|---|--|--|--|---|
| MONTANA PERSONAL AUTO POLICY | SA-1714/MTEP 9/05 | C. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A or Part B of this policy. | C. A person seeking Uninsured/Underinsured Motorists Coverage must also: 1. Promptly notify the police if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. 3. Provide us with reasonable notice before a proposed settlement with the uninsured motorist or underinsured motorist in order that we may have an opportunity to protect our interest. | INSURING AGREEMENT A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of bodily injury: 1. Sustained by an insured; and 2. Caused by an accident. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle or underinsured motor vehicle. We will pay under Underinsured Motorists Coverage only if 1. or 2. below applies: 1. The limits of liability under any applicable bodily injury liability bonds or policies have been exhausted by payment of judgment or settlements; or 2. A tentative settlement has been made between an insured and the insurer of the underinsured motor vehicle and we: a. have been given prompt written notice of such tentative settlement; and b. advance payment to the insured in an amount equal to the tentative settlement within 30 days after receipt of notification. | None. | ARBITRATION A. If we and an insured do not agree: 1. Whether that person is legally entitled to recover damages under this Part; or 2. As to the amount of damages recoverable by that insured; from the owner or operator of an uninsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. B. Each party will: 1. Pay the expenses it incurs, and 2. Bear the expenses of the third arbitrator equally. C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding. |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
|------------------------------|-------------------|---|--|--|--|--|
| MONTANA PERSONAL AUTO POLICY | SA-1714/MTEP 7/03 | B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A or Part B of this policy. | C. A person seeking Uninsured/Underinsured Motorists Coverage must also: 1. Promptly notify the police if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. 3. Provide us with reasonable notice before a proposed settlement with the uninsured motorist or underinsured motorist in order that we may have an opportunity to protect our interest. | INSURING AGREEMENT A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of bodily injury: 1. Sustained by an insured; and 2. Caused by an accident. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle or underinsured motor vehicle. We will pay under Underinsured Motorists Coverage only if 1. or 2. below applies: 1. The limits of liability under any applicable bodily injury liability bonds or policies have been exhausted by payment of judgment or settlements; or 2. A tentative settlement has been made between an insured and the insurer of the underinsured motor vehicle and we: a. have been given prompt written notice of such tentative settlement; and b. advance payment to the insured in an amount equal to the tentative settlement within 30 days after receipt of notification. | None. | ARBITRATION A. If we and an insured do not agree: 1. Whether that person is legally entitled to recover damages under this Part; or 2. As to the amount of damages recoverable by that insured; from the owner or operator of an uninsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. B. Each party will: 1. Pay the expenses it incurs, and 2. Bear the expenses of the third arbitrator equally. C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding. |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
|------------------------------|-------------------|---|--|---|--|--|
| MONTANA PERSONAL AUTO POLICY | SA-1714/MTEP 8/02 | B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A or Part B of this policy. | C. A person seeking Uninsured/Underinsured Motorists Coverage must also: 1. Promptly notify the police if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. 3. Provide us with reasonable notice before a proposed settlement with the uninsured motorist or underinsured motorist in order that we may have an opportunity to protect our interest. | INSURING AGREEMENT A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of bodily injury: 1. Sustained by an insured; and 2. Caused by an accident. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle or underinsured motor vehicle. We will pay under Undersinsured Motorists Coverage only if 1. or 2. below applies: 1. The limits of liability under any applicable bodily injury liability bonds or policies have been exhausted by payment of judgment or settlements; or 2. A tentative settlement has been made between an insured and the insurer of the underinsured motor vehicle and we: a. have been given prompt written notice of such tentative settlement; and b. advance payment to the insured in an amount equal to the tentative settlement within 30 days after receipt of notification. | None. | ARBITRATION A. If we and an insured do not agree: 1. Whether that person is legally entitled to recover damages under this Part; or 2. As to the amount of damages recoverable by that insured; from the owner or operator of an uninsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. B. Each party will: 1. Pay the expenses it incurs, and 2. Bear the expenses of the third arbitrator equally. C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding. |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
|-------------------------------|--------------------|---|--|---|--|---|
| MONTANA SPECIALTY AUTO POLICY | SA-1714/MTEP 11/00 | B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A or Part B of this policy. | C. A person seeking Uninsured/Underinsured Motorists Coverage must also: 1. Promptly notify the police if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. 3. Provide us with reasonable notice before a proposed settlement with the uninsured motorist or underinsured motorist in order that we may have an opportunity to protect our interest. | INSURING AGREEMENT A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of bodily injury: 1. Sustained by an insured; and 2. Caused by an accident. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle or underinsured motor vehicle. We will pay under Underinsured Motorists Coverage only if 1. or 2. below applies: 1. The limits of liability under any applicable bodily injury liability bonds or policies have been exhausted by payment of judgment or settlements; or 2. A tentative settlement has been made between an insured and the insurer of the underinsured motor vehicle and we: a. have been given prompt written notice of such tentative settlement; and b. advance payment to the insured in an amount equal to the tentative settlement within 30 days after receipt of notification. | None. | ARBITRATION A. If we and an insured do not agree: 1. Whether that person is legally entitled to recover damages under this Part; or 2. As to the amount of damages recoverable by that insured; from the owner or operator of an uninsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. B. Each party will: 1. Pay the expenses it incurs, and 2. Bear the expenses of the third arbitrator equally. C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding. |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
|------------------------------|--------------------|---|--|---|--|---|
| MONTANA PERSONAL AUTO POLICY | SA-1852/MTEP 11/00 | B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A or Part B of this policy. | <p>C. A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Promptly notify the police if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. 3. Provide us with reasonable notice before a proposed settlement with the uninsured motorist or underinsured motorist in order that we may have an opportunity to protect our interest. | <p>INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle or underinsured motor vehicle because of bodily injury:</p> <ol style="list-style-type: none"> 1. Sustained by an insured; and 2. Caused by an accident. <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle or underinsured motor vehicle.</p> <p>Any judgment for damages arising out of a suit brought without our written consent is not binding on us. We will pay under Underinsured Motorists Coverage only if 1. or 2. below applies:</p> <ol style="list-style-type: none"> 1. The limits of liability under any applicable bodily injury liability bonds or policies have been exhausted by payment of judgment or settlements; or 2. A tentative settlement has been made between an Insured and the insurer of the underinsured motor vehicle and we: <ol style="list-style-type: none"> a. have been given prompt written notice of such tentative settlement; and b. advance payment to the insured in an amount equal to the tentative settlement within 30 days after receipt of notification. | None. | <p>ARBITRATION</p> <p>A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. <p>Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will pay the expenses it incurs, and bear the expenses of the third arbitrator equally.</p> <p>C. Unless both parties agree otherwise, arbitration will take place in the county and state in which the Insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.</p> |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
|------------------------------|-------------------|---|--|---|--|--|
| MONTANA PERSONAL AUTO POLICY | SA-1852/MTEP 9/08 | 2. For any property damage to which the Collision Coverage of this policy (or similar coverage from another policy) and this coverage both apply, you may choose the coverage from which damages will be paid. You may recover under both coverages, but only if: a. neither one by itself is sufficient to cover the loss; and b. you will not recover more than the actual damages, less the applicable deductible. 3. With respect to all other property, this coverage shall be excess over any other collectible insurance. | C. A person seeking Uninsured/Underinsured Motorists Coverage must also: 1. Report the accident to the police or other civil authority within in twenty-four (24) hours or as soon as practicable if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. 3. Provide us with reasonable notice before a proposed settlement with the uninsured motorists in order that we may have an opportunity to protect our interests. | UNINSURED MOTORISTS COVERAGE — PROPERTY DAMAGE INSURING AGREEMENT A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident if the Declarations indicates that Uninsured Motorists Property Damage applies. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle. | C. "Property damage" as used in this coverage means injury to, destruction of or loss of use of: 1. Your covered auto. 2. Any property owned by an insured. 3. Any property owned by you or any family member while contained in any auto not owned, but being operated, by you or any family member. | ARBITRATION A. If we and an insured do not agree: 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by the insured; from the owner or operator of an uninsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this part may not be arbitrated. Both parties must agree to arbitration. If so agreed: 1. The parties may agree to a single arbitrator. A decision by the arbitrator will be binding. 2. If the parties cannot agree on a single arbitrator, each will select an independent representative, who will then select a single arbitrator. The parties may then proceed with the single arbitrator by agreement. A decision by the arbitrator will be binding. 3. If the representatives cannot agree on a single arbitrator within 30 days or the parties do not agree on the arbitrator selected, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a court having jurisdiction. A decision by two of the three arbitrators will be binding. B. Unless both parties agree otherwise, arbitration will take place within the county and state in which the insured lives. Local rules of law as to procedure and evidence will apply. Each party will pay the expenses it incurs, except we will bear the reasonable expenses of the arbitrator(s) and any statutory costs actually incurred by the insured. |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
|------------------------------|----------------------|---|---|---|--|---|
| MONTANA PERSONAL AUTO POLICY | SA-1852/MTEP 9/05 G1 | C. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A or Part B of this policy. | <p>C. A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <p>1. Promptly notify the police if a hit-and-run driver is involved.</p> <p>2. Promptly send us copies of the legal papers if a suit is brought.</p> <p>3. Provide us with reasonable notice before a proposed settlement with the uninsured motorist or underinsured motorist in order that we may have an opportunity to protect our interest.</p> | <p>INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle or underinsured motor vehicle because of bodily injury:</p> <p>1. Sustained by an insured; and</p> <p>2. Caused by an accident.</p> <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle or underinsured motor vehicle.</p> <p>Any judgment for damages arising out of a suit brought without our written consent is not binding on us.</p> <p>We will pay under Underinsured Motorists Coverage only if 1. or 2. below applies:</p> <p>1. The limits of liability under any applicable bodily injury liability bonds or policies have been exhausted by payment of judgment or settlements; or</p> <p>2. A tentative settlement has been made between an insured and the insurer of the underinsured motor vehicle and we:</p> <p>a. have been given prompt written notice of such tentative settlement; and</p> <p>b. advance payment to the insured in an amount equal to the tentative settlement within 30 days after receipt of notification.</p> | None. | <p>ARBITRATION</p> <p>A. If we and an insured do not agree:</p> <p>1. Whether that insured is legally entitled to recover damages; or</p> <p>2. As to the amount of damages which are recoverable by that insured;</p> <p>from the owner or operator of an uninsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated.</p> <p>Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will pay the expenses it incurs, and bear the expenses of the third arbitrator equally.</p> <p>C. Unless both parties agree otherwise, arbitration will take place in the county and state in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.</p> |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
|------------------------------|-------------------|--|--|--|---|---|
| MONTANA PERSONAL AUTO POLICY | SA-1852/MTEP 7/09 | <p>The following will be deducted from the amount of property damage resulting from any one accident:</p> <ol style="list-style-type: none"> \$300 if the accident is caused by a hit-and-run vehicle or a vehicle which has no physical contact with your covered auto. \$100 in all other cases. <p>2. For any property damage to which the Collision Coverage of this policy (or similar coverage from another policy) and this coverage both apply, you may choose the coverage from which damages will be paid. You may recover under both coverages, but only if:</p> <ol style="list-style-type: none"> neither one by itself is sufficient to cover the loss; and you will not recover more than the actual damages, less the applicable deductible. <p>3. With respect to all other property, this coverage shall be excess over any other collectible insurance.</p> | <p>C. A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> Report the accident to the police or other civil authority within twenty-four (24) hours or as soon as practicable if a hit-and-run driver is involved. Promptly send us copies of the legal papers if a suit is brought. Provide us with reasonable notice before a proposed settlement with the uninsured motorists in order that we may have an opportunity to protect our interests. | <p>UNINSURED MOTORISTS COVERAGE — PROPERTY DAMAGE INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident if the Declarations indicates that Uninsured Motorists Property Damage applies.</p> <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p> | <p>C. "Property damage" as used in this coverage means injury to, destruction of or loss of use of.</p> <ol style="list-style-type: none"> Your covered auto. Any property owned by an insured. Any property owned by you or any family member while contained in any auto not owned, but being operated, by you or any family member. | <p>ARBITRATION</p> <p>A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> Whether that insured is legally entitled to recover damages; or As to the amount of damages which are recoverable by the insured; from the owner or operator of an uninsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this part may not be arbitrated. Both parties must agree to arbitration. If so agreed: <ol style="list-style-type: none"> The parties may agree to a single arbitrator. A decision by the arbitrator will be binding. If the parties cannot agree on a single arbitrator, each will select an independent representative, who will then select a single arbitrator. The parties may then proceed with the single arbitrator by agreement. A decision by the arbitrator will be binding. If the representatives cannot agree on a single arbitrator within 30 days or the parties do not agree on the arbitrator selected, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a court having jurisdiction. A decision by two of the three arbitrators will be binding. <p>B. Unless both parties agree otherwise, arbitration will take place within the county and state in which the insured lives. Local rules of law as to procedure and evidence will apply. Each party will pay the expenses it incurs, except we will bear the reasonable expenses of the arbitrator(s) and any statutory costs actually incurred by the Insured.</p> |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
|------------------------------|-------------------|---|--|--|--|--|
| MONTANA PERSONAL AUTO POLICY | SA-1852/MTEP 7/03 | B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A or Part B of this policy. | C. A person seeking Uninsured/Underinsured Motorists Coverage must also: 1. Promptly notify the police if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. 3. Provide us with reasonable notice before a proposed settlement with the uninsured motorist or underinsured motorist in order that we may have an opportunity to protect our interest. | INSURING AGREEMENT A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle or underinsured motor vehicle because of bodily injury: 1. Sustained by an insured; and 2. Caused by an accident. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle or underinsured motor vehicle. | None. | ARBITRATION A. If we and an insured do not agree: 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. B. Each party will pay the expenses it incurs, and bear the expenses of the third arbitrator equally. C. Unless both parties agree otherwise, arbitration will take place in the county and state in which the Insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding. |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
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| MONTANA PERSONAL AUTO POLICY | SA-1852/MTEP 4/07 | <p>The following will be deducted from the amount of property damage resulting from any one accident:</p> <p>1. \$300 if the accident is caused by a hit-and-run vehicle or a vehicle which has no physical contact with your covered auto.</p> <p>2. \$100 in all other cases.</p> <p>2. For any property damage to which the Collision Coverage of this policy (or similar coverage from another policy) and this coverage both apply, you may choose the coverage from which damages will be paid. You may recover under both coverages, but only if:</p> <p>a. neither one by itself is sufficient to cover the loss; and</p> <p>b. you will not recover more than the actual damages, less the applicable deductible.</p> <p>3. With respect to all other property, this coverage shall be excess over any other collectible insurance.</p> | <p>C. A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <p>1. Report the accident to the police or other civil authority within twenty-four (24) hours or as soon as practicable if a hit-and-run driver is involved.</p> <p>2. Promptly send us copies of the legal papers if a suit is brought.</p> <p>3. Provide us with reasonable notice before a proposed settlement with the uninsured motorists in order that we may have an opportunity to protect our interests.</p> | <p>UNINSURED MOTORISTS COVERAGE — PROPERTY DAMAGE INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident if the Declarations indicates that Uninsured Motorists Property Damage applies.</p> <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p> | <p>C. "Property damage" as used in this coverage means injury to, destruction of or loss of use of:</p> <p>1. Your covered auto.</p> <p>2. Any property owned by an insured.</p> <p>3. Any property owned by you or any family member while contained in any auto not owned, but being operated, by you or any family member.</p> | <p>ARBITRATION</p> <p>A. If we and an insured do not agree:</p> <p>1. Whether that insured is legally entitled to recover damages; or</p> <p>2. As to the amount of damages which are recoverable by that insured;</p> <p>from the owner or operator of an uninsured motor vehicle or under insured motor vehicle then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated.</p> <p>Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will:</p> <p>1. Pay the expenses it incurs; and</p> <p>2. Bear the expenses of the third arbitrator equally.</p> <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the Insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.</p> |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
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| NEW HAMPSHIRE PERSONAL AUTO POLICY | SA-1852/NHE P 6/99 | <p>B. The limit of property damage liability shown in the Declarations for "each accident" for Uninsured Motorists Coverage is our maximum limit of liability for all property damage resulting from any one auto accident. This is the most we will pay regardless of the number of:</p> <ol style="list-style-type: none"> 1. Insureds; 2. Claims made; 3. Vehicles or premiums shown in the Declarations; or 4. Vehicles involved in the auto accident. <p>F. No payment will be made for loss paid or payable to the insured under Part D of this policy.</p> <p>G. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A of this policy.</p> | <p>C. A person seeking Uninsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Promptly notify the police if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. | <p>INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of:</p> <ol style="list-style-type: none"> 1. An uninsured motor vehicle or underinsured motor vehicle because of bodily injury sustained by an insured and caused by an accident; and 2. An uninsured motor vehicle because of property damage caused by an accident. <p>Only Section 4. of the definition of uninsured motor vehicle applies to property damage.</p> <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle or underinsured motor vehicle.</p> | <p>C. "Property damage" as used in this Part means injury to or destruction of:</p> <ol style="list-style-type: none"> 1. Your covered auto. 2. Any property owned by a person listed in 1. or 2. of insured while contained in your covered auto. | <p>ARBITRATION</p> <p>If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle or underinsured motor vehicle, then the matter may be arbitrated. Either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs, and bear the expenses of the third arbitrator equally. However, the insured will not be required to advance the expenses of arbitration. Unless both parties agree otherwise, arbitration will take place in the county and state in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to: <ol style="list-style-type: none"> 1. Whether the insured is legally entitled to recover damages; and 2. the amount of damages. <p>ADDITIONAL DUTY</p> <p>With respect to damages an insured is legally entitled to recover from the owner or operator of an underinsured motor vehicle, a person seeking coverage must also promptly notify us in writing of a tentative settlement between the insured and the insurer of the underinsured motor vehicle and allow us 30 days to advance payment to that insured in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such underinsured motor vehicle.</p> |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
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| NEW HAMPSHIRE PERSONAL AUTO POLICY | SA-1852/NHE P R1 7/05 | <p>The limit of liability shown in the Declarations for "each accident" for Property Damage Liability is our maximum limit of liability for all property damage resulting from any one accident. This is the most we will pay regardless of the number of:</p> <ol style="list-style-type: none"> 1. Insureds; 2. Claims made; 3. Vehicles or premiums shown in the Declarations; or 4. Vehicles involved in the auto accident. <p>C. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part C of this policy.</p> <p>F. No payment will be made for loss paid or payable to the insured under Part D of this policy.</p> <p>G. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A of this policy.</p> <p>2. Our maximum limit of liability for property damage resulting from any one accident is \$25,000. This is the most we will pay regardless of the number of:</p> <ol style="list-style-type: none"> a. Insureds; b. Claims made; c. Vehicles or premiums shown in the Declarations; or d. Vehicles involved in the accident. | <p>C. A person seeking Uninsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Promptly notify the police if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. | <p>INSURING AGREEMENT A. We will pay damages which an insured is legally entitled to recover from the owner or operator of:</p> <ol style="list-style-type: none"> 1. An uninsured motor vehicle or under insured motor vehicle because of bodily injury sustained by an insured and caused by an accident; and 2. An uninsured motor vehicle because of property damage caused by an accident. <p>Only Section 4. of the definition of uninsured motor vehicle applies to property damage. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle or underinsured motor vehicle.</p> | <p>C. "Property damage" as used in this Part means injury to or destruction of:</p> <ol style="list-style-type: none"> 1. Your covered auto. 2. Any property owned by a person listed in 1. or 2. of insured while contained in your covered auto. | <p>ARBITRATION If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle or underinsured motor vehicle, then the matter may be arbitrated. <p>Either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs, and bear the expenses of the third arbitrator equally. However, the insured will not be required to advance the expenses of arbitration. Unless both parties agree otherwise, arbitration will take place in the county and state in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:</p> <ol style="list-style-type: none"> 1. Whether the insured is legally entitled to recover damages; and 2. the amount of damages. |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
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| NEW HAMPSHIRE PERSONAL AUTO POLICY | SA-1852/NHE P R1 5/04 | <p>B. The limit of property damage liability shown in the Declarations for "each accident" for Uninsured Motorists Coverage is our maximum limit of liability for all property damages resulting from any one accident. This is the most we will pay regardless of the number of:</p> <ol style="list-style-type: none"> 1. Insureds; 2. Claims made; 3. Vehicles or premiums shown in the Declarations; or 4. Vehicles involved in the accident. <p>F. No payment will be made for loss paid or payable to the insured under Part D of this policy.</p> | <p>C. A person seeking Uninsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Promptly notify the police if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. | <p>INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of:</p> <ol style="list-style-type: none"> 1. An uninsured motor vehicle or under Insured motor vehicle Because of bodily injury sustained by an insured and caused by an accident; and 2. An uninsured motor vehicle because of property damage caused by an accident. <p>Only Section 4. of the definition of uninsured motor vehicle applies to property damage. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle or underinsured motor vehicle.</p> | <p>C. "Property damage" as used in this Part means injury to or destruction of:</p> <ol style="list-style-type: none"> 1. Your covered auto. 2. Any property owned by a person listed in 1. or 2. of insured while contained in your covered auto. | <p>ARBITRATION</p> <p>If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; <p>from the owner or operator of an uninsured motor vehicle or underinsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated.</p> <p>Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs, and bear the expenses of the third arbitrator equally. However, the insured will not be required to advance the expenses of arbitration. Unless both parties agree otherwise, arbitration will take place in the county and state in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:</p> <ol style="list-style-type: none"> 1. Whether the insured is legally entitled to recover damages; and 2. the amount of damages. |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
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| NEW HAMPSHIRE PERSONAL AUTO POLICY | SA-1852/NHE P 7/09 | <p>B. The limit of property damage liability shown in the Declarations for "each accident" for Uninsured Motorists Coverage is our maximum limit of liability for all property damage resulting from any one auto accident. This is the most we will pay regardless of the number of:</p> <ol style="list-style-type: none"> 1. Insureds; 2. Claims made; 3. Vehicles or premiums shown in the Declarations; or 4. Vehicles involved in the auto accident. <p>F. No payment will be made for loss paid or payable to the insured under Part D of this policy.</p> <p>G. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A of this policy.</p> <p>2. Our maximum limit of liability for property damage resulting from any one accident is \$25,000. This is the most we will pay regardless of the number of:</p> <ol style="list-style-type: none"> a. Insureds; b. Claims made; c. Vehicles or premiums shown in the Declarations; or d. Vehicles involved in the accident. | <p>C. A person seeking Uninsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Report the accident to the police or other civil authority within twenty-four (24) hours or as soon as practicable if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. | <p>INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of:</p> <ol style="list-style-type: none"> 1. An uninsured motor vehicle or underinsured motor vehicle because of bodily injury sustained by that insured and caused by an accident; and 2. An uninsured motor vehicle because of property damage caused by an accident. <p>Only Section 4. of the definition of uninsured motor vehicle applies to property damage. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle or underinsured motor vehicle.</p> | <p>C. "Property damage" as used in this Part means injury to or destruction of:</p> <ol style="list-style-type: none"> 1. Your covered auto. 2. Any property owned by a person listed in B.1. or B.2. of the definition of insured while contained in your covered auto. | <p>ARBITRATION</p> <p>If we and an Insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle or underinsured motor vehicle then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. <p>Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs, and bear the expenses of the third arbitrator equally. However, the Insured will not be required to advance the expenses of arbitration. Unless both parties agree otherwise, arbitration will take place in the county and state in which the Insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:</p> <ol style="list-style-type: none"> 1. whether the insured is legally entitled to recover damage; and 2. the amount of damages. |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
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| NEW HAMPSHIRE PERSONAL AUTO POLICY | SA-1852/NHE P 4/08 | <p>B. The limit of property damage liability shown in the Declarations for "each accident" for Uninsured Motorists Coverage is our maximum limit of liability for all property damage resulting from any one auto accident. This is the most we will pay regardless of the number of:</p> <ol style="list-style-type: none"> 1. Insureds; 2. Claims made; 3. Vehicles or premiums shown in the Declarations; or 4. Vehicles involved in the auto accident. <p>F. No payment will be made for loss paid or payable to the insured under Part D of this policy.</p> <p>G. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A of this policy.</p> <p>2. Our maximum limit of liability for property damage resulting from any one accident is \$25,000. This is the most we will pay regardless of the number of:</p> <ol style="list-style-type: none"> a. Insureds; b. Claims made; c. Vehicles or premiums shown in the Declarations; or d. Vehicles involved in the accident. | <p>C. A person seeking Uninsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Report the accident to the police or other civil authority within twenty-four (24) hours or as soon as practicable if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. | <p>INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of:</p> <ol style="list-style-type: none"> 1. An uninsured motor vehicle or under insured motor vehicle because of bodily injury sustained by that insured and caused by an accident; and 2. An uninsured motor vehicle because of property damage caused by an accident. <p>Only Section 4. of the definition of uninsured motor vehicle applies to property damage. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle or underinsured motor vehicle.</p> | <p>C. "Property damage" as used in this Part means injury to or destruction of:</p> <ol style="list-style-type: none"> 1. Your covered auto. 2. Any property owned by a person listed in B.1. or B.2. of the definition of insured while contained in your covered auto. | <p>ARBITRATION</p> <p>If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle or underinsured motor vehicle then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. <p>Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs, and bear the expenses of the third arbitrator equally. However, the insured will not be required to advance the expenses of arbitration. Unless both parties agree otherwise, arbitration will take place in the county and state in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:</p> <ol style="list-style-type: none"> 1. whether the insured is legally entitled to recover damage; and 2. the amount of damages. |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
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| NEW HAMPSHIRE PERSONAL AUTO POLICY | SA-1852/NHE P 2/07 | <p>B. The limit of property damage liability shown in the Declarations for "each accident" for Uninsured Motorists Coverage is our maximum limit of liability for all property damage resulting from any one auto accident. This is the most we will pay regardless of the number of:</p> <ol style="list-style-type: none"> 1. Insureds; 2. Claims made; 3. Vehicles or premiums shown in the Declarations; or 4. Vehicles involved in the auto accident. <p>F. No payment will be made for loss paid or payable to the insured under Part D of this policy.</p> <p>G. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A of this policy.</p> <p>2. Our maximum limit of liability for property damage resulting from any one accident is \$25,000. This is the most we will pay regardless of the number of:</p> <ol style="list-style-type: none"> a. Insureds; b. Claims made; c. Vehicles or premiums shown in the Declarations; or d. Vehicles involved in the accident. | <p>C. A person seeking Uninsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Report the accident to the police or other civil authority within twenty-four (24) hours or as soon as practicable if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. | <p>INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of:</p> <ol style="list-style-type: none"> 1. An uninsured motor vehicle or under insured motor vehicle because of bodily injury sustained by an insured and caused by an accident; and 2. An uninsured motor vehicle because of property damage caused by an accident. <p>Only Section 4. of the definition of uninsured motor vehicle applies to property damage. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle or underinsured motor vehicle.</p> | <p>C. "Property damage" as used in this Part means injury to or destruction of:</p> <ol style="list-style-type: none"> 1. Your covered auto. 2. Any property owned by a person listed in B.1. or B.2. of the definition of insured while contained in your covered auto. | <p>ARBITRATION</p> <p>If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle or underinsured motor vehicle then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. <p>Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs, and bear the expenses of the third arbitrator equally. However, the insured will not be required to advance the expenses of arbitration. Unless both parties agree otherwise, arbitration will take place in the county and state in which the Insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:</p> <ol style="list-style-type: none"> 1. whether the insured is legally entitled to recover damage; and 2. the amount of damages. |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
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| NEW MEXICO AUTO POLICY | SA-1714/NMEP 12/01 G1 | <p>5. For the first \$250 of the amount of property damage to the property of each insured as the result of any one accident.</p> <p>B. If bodily injury or property damage is sustained by any insured other than you or any family member in an accident in which neither you nor any family member sustained bodily injury or property damage the limit of liability shown in the Declarations applicable to the policy at the time of the accident is our maximum limit of liability for all damages resulting from any such accident. This is the most we will pay regardless of the number of:</p> <ol style="list-style-type: none"> 1. Insureds; 2. Claims made; 3. Vehicles or premiums shown in the Declarations; or 4. Vehicles involved in the accident. <p>D. No payment will be made for loss paid or payable to the insured under Part D of the policy.</p> <p>E. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A or Part B of this policy.</p> <p>OTHER INSURANCE</p> <p>With respect to property damage, this insurance shall apply only after the limits of any other collectible insurance applicable to the damaged property have been exhausted.</p> | <p>C. A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Promptly notify the police if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. | <p>INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an:</p> <ol style="list-style-type: none"> 1. Uninsured motor vehicle or underinsured motor vehicle because of bodily injury: <ol style="list-style-type: none"> a. sustained by an insured and b. caused by an accident. 2. Uninsured motor vehicle because of property damage caused by an accident. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle or underinsured motor vehicle. | <p>C. "Property damage" as used in this Part means injury to or destruction of the property of an insured.</p> | <p>ARBITRATION</p> <p>A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle or underinsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. <p>B. Each party will:</p> <ol style="list-style-type: none"> 1. Pay the expenses it incurs; and 2. Bear the expenses of the third arbitrator equally; unless the arbitration costs are awarded to the prevailing party by the arbitrators. <p>C. Unless both parties agree otherwise, arbitration will take place in the county and state in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:</p> <ol style="list-style-type: none"> 1. Whether the insured is legally entitled to recover damages; and 2. The amount of damages. This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the financial responsibility law of New Mexico. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding. |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
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| NEW MEXICO PERSONAL AUTO POLICY | SA-1852/NMEP 12/01 | <p>5. For the first \$250 of the amount of property damage to the property of each insured as the result of any one accident.</p> <p>B. If bodily injury or property damage is sustained by any insured other than you or any family member in an accident in which neither you nor any family member sustained bodily injury or property damage the limit of liability shown in the Declarations applicable to the policy at the time of the accident is our maximum limit of liability for all damages resulting from any such accident. This is the most we will pay regardless of the number of:</p> <ol style="list-style-type: none"> 1. Insureds; 2. Claims made; 3. Vehicles or premiums shown in the Declarations; or 4. Vehicles involved in the accident. <p>D. No payment will be made for loss paid or payable to the insured under Part D of the policy.</p> <p>E. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A or Part B of this policy.</p> <p>OTHER INSURANCE</p> <p>With respect to property damage, this insurance shall apply only after the limits of any other collectible insurance applicable to the damaged property have been exhausted.</p> | <p>C. A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Promptly notify the police if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. | <p>INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an:</p> <ol style="list-style-type: none"> 1. Uninsured motor vehicle or underinsured motor vehicle because of bodily injury: <ol style="list-style-type: none"> a. sustained by an insured; and b. caused by an accident. 2. Uninsured motor vehicle because of property damage caused by an accident. <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle or underinsured motor vehicle.</p> | <p>C. "Property damage" as used in this Part means injury to or destruction of the property of an insured.</p> | <p>ARBITRATION</p> <p>A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle or underinsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. <p>B. Each party will:</p> <ol style="list-style-type: none"> 1. Pay the expenses it incurs; and 2. Bear the expenses of the third arbitrator equally; unless the arbitration costs are awarded to the prevailing party by the arbitrators. <p>C. Unless both parties agree otherwise, arbitration will take place in the county and state in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:</p> <ol style="list-style-type: none"> 1. Whether the insured is legally entitled to recover damages; and 2. The amount of damages. <p>This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the financial responsibility law of New Mexico. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators(sic) will be binding.</p> |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
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| NEW MEXICO PERSONAL AUTO POLICY | SA-1852/NMEP 8/06 | <p>6. For the first \$250 of the amount of property damage to the property of each insured as the result of any one accident.</p> <p>The limit of Property Damage Liability shown in The Declarations for each accident for Uninsured Motorists Coverage is our maximum limit of liability for all property damage resulting from any one accident. This is the most we will pay regardless of the number of:</p> <ol style="list-style-type: none"> 1. Insureds; 2. Claims made; 3. Vehicles or premiums shown in the Declarations; or 4. Vehicles involved in the accident. <p>C. No payment will be made for loss paid or payable to the insured under Part D of the policy.</p> <p>D. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A or Part B of this policy.</p> <p>E. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.</p> <p>OTHER INSURANCE B. With respect to property damage, this insurance shall apply only after the limits of any other collectible insurance applicable to the damaged property</p> | <p>C. A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Report the accident to the police or other civil authority within twenty-four (24) hours or as soon as practicable if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. | <p>UNINSURED/UNDERINSURED MOTORISTS COVERAGE—NON-STACKED INSURING AGREEMENT A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an:</p> <ol style="list-style-type: none"> 1. Uninsured motor vehicle or Underinsured motor vehicle because of bodily injury: <ol style="list-style-type: none"> a. sustained by an insured; and b. caused by an accident. 2. Uninsured motor vehicle because of property damage caused by an accident. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle or underinsured motor vehicle. | <p>C. "Property damage" as used in the Part means injury to or destruction of the property of an insured.</p> | <p>ARBITRATION A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; <p>from the owner or operator of an uninsured motor vehicle or under insured motor vehicle then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will:</p> <ol style="list-style-type: none"> 1. Pay the expenses it incurs; and 2. Bear the expenses of the third arbitrator equally. <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and Evidence will apply. A decision agreed to by two of the arbitrators will be binding.</p> |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
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| NEW MEXICO PERSONAL AUTO POLICY | SA-1852/NMEP 7/09 | <p>have been exhausted.</p> <p>6. For the first \$250 of the amount of property damage to the property of each insured as the result of any one accident.</p> <p>The limit of Property Damage Liability shown in The Declarations for each accident for Uninsured Motorists Coverage is our maximum limit of liability for all property damage resulting from any one accident. This is the most we will pay regardless of the number of:</p> <ol style="list-style-type: none"> 1. Insureds; 2. Claims made; 3. Vehicles or premiums shown in the Declarations; or 4. Vehicles involved in the accident. <p>C. No payment will be made for loss paid or payable to the insured under Part D of the policy.</p> <p>D. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A or Part B of this policy.</p> <p>E. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.</p> <p>OTHER INSURANCE</p> <p>B. With respect to property damage, this insurance shall apply only after the limits of any other collectible</p> | <p>C. A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Report the accident to the police or other civil authority within twenty-four (24) hours or as soon as practicable if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. | <p>UNINSURED/UNDERINSURED MOTORISTS COVERAGE — NON-STACKED INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an:</p> <ol style="list-style-type: none"> 1. Uninsured motor vehicle or underinsured motor vehicle because of bodily injury: <ol style="list-style-type: none"> a. sustained by that insured; and b. caused by an accident. 2. Uninsured motor vehicle because of property damage caused by an accident. <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle or underinsured motor vehicle.</p> | <p>C. "Property damage" as used in the Part means injury to or destruction of the property of an insured.</p> | <p>ARBITRATION</p> <p>A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle or underinsured motor vehicle then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. <p>Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will:</p> <ol style="list-style-type: none"> 1. Pay the expenses it incurs; and 2. Bear the expenses of the third arbitrator equally. <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.</p> |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
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| | | insurance applicable to the damaged property have been exhausted. | | | | |
| NEW MEXICO PERSONAL AUTO POLICY | SA-1852/NMEP 6/08 | <p>6. For the first \$250 of the amount of property damage to the property of each insured as the result of any one accident.</p> <p>The limit of Property Damage Liability shown in The Declarations for each accident for Uninsured Motorists Coverage is our maximum limit of liability for all property damage resulting from any one accident. This is the most we will pay regardless of the number of:</p> <ol style="list-style-type: none"> 1. Insureds; 2. Claims made; 3. Vehicles or premiums shown in the Declarations; or 4. Vehicles involved in the accident. <p>C. No payment will be made for loss paid or payable to the Insured under Part D of the policy.</p> <p>D. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A or Part B of this policy.</p> <p>E. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.</p> <p>OTHER INSURANCE</p> <p>B. With respect to property damage, this insurance shall</p> | <p>C. A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Report the accident to the police or other civil authority within twenty-four (24) hours or as soon as practicable if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. | <p>UNINSURED/UNDERINSURED MOTORISTS COVERAGE—NON-STACKED INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an:</p> <ol style="list-style-type: none"> 1. Uninsured motor vehicle or Underinsured motor vehicle because of bodily injury: <ol style="list-style-type: none"> a. sustained by that insured; and b. caused by an accident. 2. Uninsured motor vehicle because of property damage caused by an accident. <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle or underinsured motor vehicle.</p> | <p>C. "Property damage" as used in the Part means injury to or destruction of the property of an insured.</p> | <p>ARBITRATION</p> <p>A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; <p>from the owner or operator of an uninsured motor vehicle or underinsured motor vehicle then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will:</p> <ol style="list-style-type: none"> 1. Pay the expenses it incurs; and 2. Bear the expenses of the third arbitrator equally. <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.</p> |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
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| | | apply only after the limits of any other collectible insurance applicable to the damaged property have been exhausted. | | | | |
| NEW MEXICO PERSONAL AUTO POLICY | SA-1852/NMEP 4/09 | <p>6. For the first \$250 of the amount of property damage to the property of each insured as the result of any one accident.</p> <p>The limit of Property Damage Liability shown in The Declarations for each accident for Uninsured Motorists Coverage is our maximum limit of liability for all property damage resulting from any one accident. This is the most we will pay regardless of the number of:</p> <ol style="list-style-type: none"> 1. Insureds; 2. Claims made; 3. Vehicles or premiums shown in the Declarations; or 4. Vehicles involved in the accident. <p>C. No payment will be made for loss paid or payable to the insured under Part D of the policy.</p> <p>D. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A or Part B of this policy.</p> <p>E. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.</p> <p>OTHER INSURANCE</p> | <p>C. A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Report the accident to the police or other civil authority within twenty-four (24) hours or as soon as practicable if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. | <p>UNINSURED/UNDERINSURED MOTORISTS COVERAGE — NON-STACKED INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an:</p> <ol style="list-style-type: none"> 1. Uninsured motor vehicle or Underinsured motor vehicle because of bodily injury: <ol style="list-style-type: none"> a. sustained by that insured; and b. caused by an accident. 2. Uninsured motor vehicle because of property damage caused by an accident. <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle or underinsured motor vehicle.</p> | <p>C. "Property damage" as used in the Part means injury to or destruction of the property of an insured.</p> | <p>ARBITRATION</p> <p>A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; <p>from the owner or operator of an uninsured motor vehicle or underinsured motor vehicle then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will:</p> <ol style="list-style-type: none"> 1. Pay the expenses it incurs; and 2. Bear the expenses of the third arbitrator equally. <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.</p> |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
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| | | B. With respect to property damage, this insurance shall apply only after the limits of any other collectible insurance applicable to the damaged property have been exhausted. | | | | |
| NEW MEXICO PERSONAL AUTO POLICY | SA-1852/NMEP 2/09 | <p>6. For the first \$250 of the amount of property damage to the property of each insured as the result of any one accident.</p> <p>The limit of Property Damage Liability shown in The Declarations for each accident for Uninsured Motorists Coverage is our maximum limit of liability for all property damage resulting from any one accident. This is the most we will pay regardless of the number of:</p> <ol style="list-style-type: none"> 1. Insureds; 2. Claims made; 3. Vehicles or premiums shown in the Declarations; or 4. Vehicles involved in the accident. <p>C. No payment will be made for loss paid or payable to the insured under Part D of the policy.</p> <p>D. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A or Part B of this policy.</p> <p>E. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.</p> | <p>C. A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Report the accident to the police or other civil authority within twenty-four (24) hours or as soon as practicable if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. | <p>UNINSURED/UNDERINSURED MOTORISTS COVERAGE — NON-STACKED INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an:</p> <ol style="list-style-type: none"> 1. Uninsured motor vehicle or Underinsured motor vehicle because of bodily injury: <ol style="list-style-type: none"> a. sustained by that insured; and b. caused by an accident. 2. Uninsured motor vehicle because of property damage caused by an accident. <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle or underinsured motor vehicle.</p> | <p>C. "Property damage" as used in the Part means injury to or destruction of the property of an insured.</p> | <p>ARBITRATION</p> <p>A. If we and an Insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that Insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; <p>from the owner or operator of an uninsured motor vehicle or underinsured motor vehicle then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will:</p> <ol style="list-style-type: none"> 1. Pay the expenses it incurs; and 2. Bear the expenses of the third arbitrator equally. <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the Insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.</p> |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
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| | | <p>OTHER INSURANCE</p> <p>B. With respect to property damage, this insurance shall apply only after the limits of any other collectible insurance applicable to the damaged property have been exhausted.</p> | | | | |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
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| NORTH CAROLINA AUTOMOBILE POLICY | SA-227/NCEP 4/02 | <p>4. For the first \$100 of the amount of property damage to the property of each insured as the result of any one accident.</p> <p>B. We do not provide Uninsured Motorists Coverage for property damage caused by a hit-and-run vehicle whose operator or owner cannot be identified.</p> <p>No payment will be made for loss paid or payable to the insured under Part D or any policy of property insurance.</p> <p>Any payment to any person under this coverage will reduce any amount that person is entitled to recover for the same damages under Part A.</p> <p>This coverage is excess over and shall not duplicate any amount paid or payable under Part B.</p> | <p>ADDITIONAL DUTIES FOR UNINSURED AND COMBINED UNINSURED/UNDERINSURED MOTORISTS COVERAGE</p> <p>A person seeking Uninsured or Combined Uninsured/Underinsured Motorists Coverage must also:</p> <p>1. Promptly notify the police if a hit-and-run driver is involved.</p> <p>2. Promptly send us copies of the legal papers if a suit is brought. A suit may not be brought by an insured until 60 days after that person notifies us of their belief that the prospective defendant is an uninsured motorist.</p> <p>Any person who intends to pursue recovery against the owner or operator of an underinsured motor vehicle for damages beyond those paid or payable under this policy shall give us:</p> <p>1. Notice of such intent; and</p> <p>2. The opportunity to participate, at our expense, in the prosecution of such claim.</p> | <p>Note: Table of Contents indicates there is Uninsured/Underinsured Motorists Coverage in the Additional Coverages section, but there is no such coverage in the actual section. Section C has C1 - UNINSURED MOTORISTS COVERAGE and C2 - COMBINED UNINSURED/UNDERINSURED MOTORISTS COVERAGE. Language here and in the following fields is from C1 - UNINSURED MOTORISTS COVERAGE</p> <p>INSURING AGREEMENT</p> <p>We will pay compensatory damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of:</p> <p>1. Bodily injury sustained by an insured and caused by an accident; and</p> <p>2. Property damage caused by an accident.</p> <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p> <p>Any judgment for damages arising out of a suit is not binding on us unless we have been served with a copy of the summons, complaint or other process against the uninsured motorists.</p> | <p>"Property damage" as used in this Part means injury to or destruction of:</p> <p>1. Your covered auto.</p> <p>2. Any property owned by a person listed in 1. or 2. of insured.</p> | <p>ARBITRATION</p> <p>If we and an insured do not agree:</p> <p>1. Whether that insured is legally entitled to recover compensatory damages from the owner or driver of an uninsured motor vehicle; or</p> <p>2. As to the amount of such damages;</p> <p>the insured and we may agree by mutual consent to settle the dispute by arbitration.</p> <p>The following procedures will be used:</p> <p>1. Each party will select a competent arbitrator. The two so selected will select a third.</p> <p>2. If the third arbitrator is not selected within 30 days, the insured or we may request a judge of a court of record to name one. The court must be in the county and state in which arbitration is pending.</p> <p>3. Each party will pay its chosen arbitrator. Each will pay half of all other expenses of arbitration.</p> <p>Fees to lawyers and expert witnesses are not considered arbitration expenses and are to be paid by the party hiring these persons.</p> <p>4. Unless the insured and we agree otherwise, arbitration will take place in the county and state in which the insured lives. Arbitration will be subject to the usual rules of procedure and evidence in such county and state. The arbitrators will resolve the issues. A written decision on which two arbitrators agree will be binding on the insured and us.</p> <p>5. Any arbitration action against the company must begin within the time limit allowed for bodily injury or death actions in the state where the accident occurred.</p> <p>6. Judgment upon award may be entered in any proper court.</p> <p>7. As an alternative, the insured and we may agree to arbitrate by rules other than stated above.</p> |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
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| NORTH CAROLINA AUTOMOBILE POLICY Note: contains the following choice of law provision: This policy is issued in accordance with the laws of North Carolina and covers property or risks principally located in North Carolina. Any and all claims or disputes in any way related to this policy shall be governed by the laws of North Carolina. | SA-227/NCEP 5/06 | <p>4. For the first \$100 of the amount of property damage to the property of each insured as the result of any one accident.</p> <p>B. We do not provide Uninsured Motorists Coverage for property damage caused by a hit-and-run vehicle whose operator or owner cannot be identified.</p> <p>No payment will be made for loss paid or payable to the insured under Part D or any policy of property insurance.</p> <p>Any payment to any person under this coverage will reduce any amount that person is entitled to recover for the same damages under Part A.</p> <p>This coverage is excess over and shall not duplicate any amount paid or payable under Part B.</p> | <p>ADDITIONAL DUTIES FOR UNINSURED AND COMBINED UNINSURED/UNDER INSURED MOTORISTS COVERAGE</p> <p>A person seeking Uninsured or Combined Uninsured/Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Promptly notify the police if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. A suit may not be brought by an insured until 60 days after that person notifies us of their belief that the prospective defendant is an uninsured motorist. <p>Any person who intends to pursue recovery against the owner or operator of an underinsured motor vehicle for damages beyond those paid or payable under this policy shall give us:</p> <ol style="list-style-type: none"> 1. Notice of such intent; and 2. The opportunity to participate, at our expense, in the prosecution of such claim. | <p>Note: Table of Contents indicates there is Uninsured/Underinsured Motorists Coverage in the Additional Coverages section, but there is no such coverage in the actual section. Section C has C1 - UNINSURED MOTORISTS COVERAGE and C2 - COMBINED UNINSURED/UNDERINSURED MOTORISTS COVERAGE. Language here and in the following fields is from C1 - UNINSURED MOTORISTS COVERAGE</p> <p>INSURING AGREEMENT</p> <p>We will pay compensatory damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of:</p> <ol style="list-style-type: none"> 1. Bodily injury sustained by an insured and caused by an accident; and 2. Property damage caused by an accident. <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p> <p>Any judgment for damages arising out of a suit is not binding on us unless we have been served with a copy of the summons, complaint or other process against the uninsured motorists.</p> | <p>"Property damage" as used in this Part means injury to or destruction of:</p> <ol style="list-style-type: none"> 1. Your covered auto. 2. Any property owned by a person listed in 1. or 2. of insured. | <p>ARBITRATION</p> <p>If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that person is legally entitled to recover compensatory damages from the owner or driver of an uninsured motor vehicle; or 2. As to the amount of such damages; the insured may demand to settle the dispute by arbitration. <p>The following procedures will be used:</p> <ol style="list-style-type: none"> 1. Each party will select a competent arbitrator. The two so selected will select a third. 2. If the third arbitrator is not selected within 30 days, the insured or we may request a judge of a court of record to name one. The court must be in the county and state in which arbitration is pending. 3. Each party will pay its chosen arbitrator. Each will pay half of all other expenses of arbitration. Fees to lawyers and expert witnesses are not considered arbitration expenses and are to be paid by the party hiring these persons. 4. Unless the insured and we agree otherwise, arbitration will take place in the county and state in which the insured lives. Arbitration will be subject to the usual rules of procedure and evidence in such county and state. The arbitrators will resolve the issues. A written decision on which two arbitrators agree will be binding on the insured and us. 5. Any arbitration action against the company must begin within the time limit allowed for bodily injury or death actions in the state where the accident occurred. 6. Judgment upon award may be entered in any proper court. 7. As an alternative, the insured and we may agree to arbitrate by rules other than stated above. |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
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| NORTH CAROLINA AUTOMOBILE POLICY Note: contains the following choice of law provision: This policy is issued in accordance with the laws of North Carolina and covers property or risks principally located in North Carolina. Any and all claims or disputes in any way related to this policy shall be governed by the laws of North Carolina. | SA-227/NCEP 6/05 | 4. For the first \$100 of the amount of property damage to the property of each insured as the result of any one accident. B. We do not provide Uninsured Motorists Coverage for property damage caused by a hit-and run vehicle whose operator or owner cannot be identified. No payment will be made for loss paid or payable to the insured under Part D or any policy of property insurance. Any payment to any person under this coverage will reduce any amount that person is entitled to recover for the same damages under Part A. This coverage is excess over and shall not duplicate any amount paid or payable under Part B. | A person seeking Uninsured or Combined Uninsured/Underinsured Motorists Coverage must also: 1. Promptly notify the police if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. A suit may not be brought by an insured until 60 days after that person notifies us of their belief that the prospective defendant is an uninsured motorist. Any person who intends to pursue recovery against the owner or operator of an underinsured motor vehicle for damages beyond those paid or payable under this policy shall give us: 1. Notice of such intent; and 2. The opportunity to participate, at our expense, in the prosecution of such claim. | Note: Table of Contents indicates there is Uninsured/Underinsured Motorists Coverage in the Additional Coverages section, but there is no such coverage in the actual section. Section C has C1 - UNINSURED MOTORISTS COVERAGE and C2 - COMBINED UNINSURED/UNDERINSURED MOTORISTS COVERAGE. Language here and in the following fields is from C1 - UNINSURED MOTORISTS COVERAGE INSURING AGREEMENT We will pay compensatory damages which an Insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of: 1. Bodily injury sustained by an insured and caused by an accident; and 2. Property damage caused by an accident. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle. Any judgment for damages arising out of a suit is not binding on us unless we have been served with a copy of the summons, complaint or other process against the uninsured motorists. | "Property damage" as used in this Part means injury to or destruction of: 1. Your covered auto. 2. Any property owned by a person listed in 1. or 2. of insured. | ARBITRATION If we and an insured do not agree: 1. Whether that person is legally entitled to recover compensatory damages from the owner or driver of an uninsured motor vehicle; or 2. As to the amount of such damages; the insured may demand to settle the dispute by arbitration. The following procedures will be used: 1. Each party will select a competent arbitrator. The two so selected will select a third. 2. If the third arbitrator is not selected within 30 days, the insured or we may request a judge of a court of record to name one. The court must be in the county and state in which arbitration is pending. 3. Each party will pay its chosen arbitrator. Each will pay half of all other expenses of arbitration. Fees to lawyers and expert witnesses are not considered arbitration expenses and are to be paid by the party hiring these persons. 4. Unless the insured and we agree otherwise, arbitration will take place in the county and state in which the insured lives. Arbitration will be subject to the usual rules of procedure and evidence in such county and state. The arbitrators will resolve the issues. A written decision on which two arbitrators agree will be binding on the insured and us. 5. Any arbitration action against the company must begin within the time limit allowed for bodily injury or death actions in the state where the accident occurred. 6. Judgment upon award may be entered in any proper court. 7. As an alternative, the insured and we may agree to arbitrate by rules other than stated above. |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
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| <p>NORTH CAROLINA AUTOMOBILE POLICY</p> <p>Note: contains the following choice of law provision:</p> <p>This policy is issued in accordance with the laws of North Carolina and covers property or risks principally located in North Carolina. Any and all claims or disputes in any way related to this policy shall be governed by the laws of North Carolina.</p> | SA-227/NCEP 12/08 | <p>4. For the first \$100 of the amount of property damage to the property of each insured as the result of any one accident.</p> <p>B. We do not provide Uninsured Motorists Coverage for property damage caused by a hit-and-run vehicle whose operator or owner cannot be identified.</p> <p>No payment will be made for loss paid or payable to the insured under Part D or any policy of property insurance.</p> <p>Any payment to any person under this coverage will reduce any amount that person is entitled to recover for the same damages under Part A.</p> <p>This coverage is excess over and shall not duplicate any amount paid or payable under Part B.</p> | <p>ADDITIONAL DUTIES FOR UNINSURED AND COMBINED UNINSURED/UNDER INSURED MOTORISTS COVERAGE</p> <p>A person seeking Uninsured or Combined Uninsured/Underinsured Motorists Coverage must also:</p> <p>1. Promptly notify the police if a hit-and-run driver is involved.</p> <p>2. Promptly send us copies of the legal papers if a suit is brought. A suit may not be brought by an insured until 60 days after that person notifies us of their belief that the prospective defendant is an uninsured motorist.</p> <p>Any person who intends to pursue recovery against the owner or operator of an underinsured motor vehicle for damages beyond those paid or payable under this policy shall give us:</p> <p>1. Notice of such intent; and</p> <p>2. The opportunity to participate, at our expense, in the prosecution of such claim.</p> | <p>Note: Table of Contents indicates there is Uninsured/Underinsured Motorists Coverage in the Additional Coverages section, but there is no such coverage in the actual section. Section C has C1 - UNINSURED MOTORISTS COVERAGE and C2 - COMBINED UNINSURED/UNDERINSURED MOTORISTS COVERAGE. Language here and in the following fields is from C1 - UNINSURED MOTORISTS COVERAGE</p> <p>INSURING AGREEMENT</p> <p>We will pay compensatory damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of:</p> <p>1. Bodily injury sustained by an insured and caused by an accident; and</p> <p>2. Property damage caused by an accident.</p> <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p> <p>Any judgment for damages arising out of suit is not binding on us unless we have been served with a copy of the summons, complaint or other process against the uninsured motorists.</p> | <p>"Property damage" as used in this Part means injury to or destruction of;</p> <p>1. Your covered auto.</p> <p>2. Any property owned by a person listed in 1. or 2. of insured.</p> | <p>ARBITRATION</p> <p>If: 1. We and an insured do not agree:</p> <p>a. Whether that insured is legally entitled to recover compensatory damages from the owner or driver of an uninsured motor vehicle; or</p> <p>b. As to the amount of such damages; and</p> <p>2. That insured has not filed a lawsuit against us to settle the dispute; then the insured may demand to settle the dispute by arbitration. The following procedures will be used:</p> <p>1. Each party will select a competent arbitrator. The two so selected will select a third.</p> <p>2. If the third arbitrator is not selected within 30 days, the insured or we may request a judge of a court of record to name one. The court must be in the county and state in which arbitration is pending.</p> <p>3. Each party will pay its chosen arbitrator. Each will pay half of all other expenses of arbitration.</p> <p>Fees to lawyers and expert witnesses are not considered arbitration expenses and are to be paid by the party hiring these persons.</p> <p>4. Unless the insured and we agree otherwise, arbitration will take place in the county and state in which the insured lives. Arbitration will be subject to the usual rules of procedure and evidence in such county and state. The arbitrators will resolve the issues. A written decision on which two arbitrators agree will be binding on the insured and us.</p> <p>5. Any arbitration action against us must begin within the same time limit required by the laws of the state where the accident occurred for filing a lawsuit against the owner or operator of the uninsured motor vehicle for the damages arising out of the accident. The starting point for this time period is the date on which the cause of action accrues against the owner or operator of the uninsured motor vehicle in the state where the accident occurred.</p> <p>6. Judgment upon award may be entered in any proper court.</p> <p>7. As an alternative, the insured and we may agree to arbitrate by rules other than stated above.</p> |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
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| NORTH CAROLINA AUTOMOBILE POLICY Note: contains the following choice of law provision: This policy is issued in accordance with the laws of North Carolina and covers property or risks principally located in North Carolina. Any and all claims or disputes in any way related to this policy shall be governed by the laws of North Carolina. | SA-227/NCEP 1/04 | 4. For the first \$100 of the amount of property damage to the property of each insured as the result of any one accident. B. We do not provide Uninsured Motorists Coverage for property damage caused by a hit-and-run vehicle whose operator or owner cannot be identified. No payment will be made for loss paid or payable to the insured under Part D or any policy of property insurance. Any payment to any person under this coverage will reduce any amount that person is entitled to recover for the same damages under Part A. This coverage is excess over and shall not duplicate any amount paid or payable under Part B. | ADDITIONAL DUTIES FOR UNINSURED AND COMBINED UNINSURED/UNDER INSURED MOTORISTS COVERAGE A person seeking Uninsured or Combined Uninsured/Underinsured Motorists Coverage must also: 1. Promptly notify the police if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. A suit may not be brought by an insured until 60 days after that person notifies us of their belief that the prospective defendant is an uninsured motorist. Any person who intends to pursue recovery against the owner or operator of an underinsured motor vehicle for damages beyond those paid or payable under this policy shall give us: 1. Notice of such intent; and 2. The opportunity to participate, at our expense, in the prosecution of such claim. | Note: Table of Contents indicates there is Uninsured/Underinsured Motorists Coverage in the Additional Coverages section, but there is no such coverage in the actual section. Section C has C1 - UNINSURED MOTORISTS COVERAGE and C2 - COMBINED UNINSURED/UNDERINSURED MOTORISTS COVERAGE. Language here and in the following fields is from C1 - UNINSURED MOTORISTS COVERAGE INSURING AGREEMENT We will pay compensatory damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of: 1. Bodily injury sustained by an insured and caused by an accident; and 2. Property damage caused by an accident. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle. Any judgment for damages arising out of a suit is not binding on us unless we have been served with a copy of the summons, complaint or other process against the uninsured motorists. | "Property damage" as used in this Part means injury to or destruction of: 1. Your covered auto. 2. Any property owned by a person listed in 1. or 2. of insured. | ARBITRATION If we and an insured do not agree: 1. Whether that insured is legally entitled to recover compensatory damages from the owner or driver of an uninsured motor vehicle; or 2. As to the amount of such damages; the insured and we may agree by mutual consent to settle the dispute by arbitration. The following procedures will be used: 1. Each party will select a competent arbitrator. The two so selected will select a third. 2. If the third arbitrator is not selected within 30 days, the insured or we may request a judge of a court of record to name one. The court must be in the county and state in which arbitration is pending. 3. Each party will pay its chosen arbitrator. Each will pay half of all other expenses of arbitration. Fees to lawyers and expert witnesses are not considered arbitration expenses and are to be paid by the party hiring these persons. 4. Unless the insured and we agree otherwise, arbitration will take place in the county and state in which the insured lives. Arbitration will be subject to the usual rules of procedure and evidence in such county and state. The arbitrators will resolve the issues. A written decision on which two arbitrators agree will be binding on the insured and us. 5. Any arbitration action against the company must begin within the time limit allowed for bodily injury or death actions in the state where the accident occurred. 6. Judgment upon award may be entered in any proper court. 7. As an alternative, the insured and we may agree to arbitrate by rules other than stated above. |

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| NORTH CAROLINA AUTOMOBILE POLICY Note: contains the following choice of law provision: This policy is issued in accordance with the laws of North Carolina and covers property or risks principally located in North Carolina. Any and all claims or disputes in any way related to this policy shall be governed by the laws of North Carolina. | SA-227/NCEP 3/04 | <p>4. For the first \$100 of the amount of property damage to the property of each insured as the result of any one accident.</p> <p>B. We do not provide Uninsured Motorists Coverage for property damage caused by a hit-and-run vehicle whose operator or owner cannot be identified.</p> <p>No payment will be made for loss paid or payable to the Insured under Part D or any policy of property insurance.</p> <p>Any payment to any person under this coverage will reduce any amount that person is entitled to recover for the same damages under Part A.</p> <p>This coverage is excess over and shall not duplicate any amount paid or payable under Part B.</p> | <p>ADDITIONAL DUTIES FOR UNINSURED AND COMBINED UNINSURED/UNDERINSURED MOTORISTS COVERAGE</p> <p>A person seeking Uninsured or Combined Uninsured/Underinsured Motorists Coverage must also:</p> <p>1. Promptly notify the police if a hit-and-run driver is involved.</p> <p>2. Promptly send us copies of the legal papers if a suit is brought. A suit may not be brought by an Insured until 60 days after that person notifies us of their belief that the prospective defendant is an uninsured motorist.</p> <p>Any person who intends to pursue recovery against the owner or operator of an underinsured motor vehicle for damages beyond those paid or payable under this policy shall give us:</p> <p>1. Notice of such intent; and</p> <p>2. The opportunity to participate, at our expense, in the prosecution of such claim.</p> | <p>Note: Table of Contents indicates there is Uninsured/Underinsured Motorists Coverage in the Additional Coverages section, but there is no such coverage in the actual section. Section C has C1 - UNINSURED MOTORISTS COVERAGE and C2 - COMBINED UNINSURED/UNDERINSURED MOTORISTS COVERAGE. Language here and in the following fields is from C1 - UNINSURED MOTORISTS COVERAGE</p> <p>INSURING AGREEMENT</p> <p>We will pay compensatory damages which an Insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of:</p> <p>1. Bodily injury sustained by an insured and caused by an accident; and</p> <p>2. Property damage caused by an accident.</p> <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p> <p>Any judgment for damages arising out of a suit is not binding on us unless we have been served with a copy of the summons, complaint or other process against the uninsured motorists.</p> | <p>"Property damage" as used in this Part means injury to or destruction of:</p> <p>1. Your covered auto.</p> <p>2. Any property owned by a person listed in 1. or 2. of Insured.</p> | <p>ARBITRATION</p> <p>If we and an insured do not agree:</p> <p>1. Whether that insured is legally entitled to recover compensatory damages from the owner or driver of an uninsured motor vehicle; or</p> <p>2. As to the amount of such damages; the Insured and we may agree by mutual consent to settle the dispute by arbitration.</p> <p>The following procedures will be used:</p> <p>1. Each party will select a competent arbitrator. The two so selected will select a third.</p> <p>2. If the third arbitrator is not selected within 30 days, the Insured or we may request a judge of a court of record to name one. The court must be in the county and state in which arbitration is pending.</p> <p>3. Each party will pay its chosen arbitrator. Each will pay half of all other expenses of arbitration. Fees to lawyers and expert witnesses are not considered arbitration expenses and are to be paid by the party hiring these persons.</p> <p>4. Unless the insured and we agree otherwise, arbitration will take place in the county and state in which the Insured lives. Arbitration will be subject to the usual rules of procedure and evidence in such county and state. The arbitrators will resolve the issues. A written decision on which two arbitrators agree will be binding on the Insured and us.</p> <p>5. Any arbitration action against the company must begin within the time limit allowed for bodily injury or death actions in the state where the accident occurred.</p> <p>6. Judgment upon award may be entered in any proper court.</p> <p>7. As an alternative, the insured and we may agree to arbitrate by rules other than stated above.</p> |

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| NORTH DAKOTA PERSONAL AUTO POLICY | SA-1714/NDEP 6/05 | <p>The following will be deducted from the amount of property damage resulting from any one accident:</p> <ol style="list-style-type: none"> 1. \$300 if the accident is caused by a hit-and-run vehicle or a vehicle which has no physical contact with your covered auto. 2. \$100 in all other cases. <p>C. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:</p> <ol style="list-style-type: none"> 1. Part A, Part B or Part C of this policy; or 2. Any No-Fault Coverage. <p>2. For any property damage to which the Collision Coverage of this policy (or similar coverage from another policy) and this coverage both apply, you may choose the coverage from which damages will be paid. You may recover under both coverages, but only if:</p> <ol style="list-style-type: none"> a. neither one by itself is sufficient to cover the loss; and b. you will not recover more than the actual damages, less the applicable deductible. | <p>C. A person seeking Uninsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Promptly notify the police if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. | <p>UNINSURED MOTORISTS COVERAGE — PROPERTY DAMAGE INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident if the Declarations indicates that Uninsured Motorists Property Damage applies. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p> | <p>C. "Property damage" as used in this coverage means injury to, destruction of or loss of use of:</p> <ol style="list-style-type: none"> 1. Your covered auto. 2. Any property owned by an insured. 3. Any property owned by you or any family member while contained in any auto not owned, but being operated, by you or any family member. | <p>ARBITRATION</p> <p>A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an underinsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. <p>B. Each party will:</p> <ol style="list-style-type: none"> 1. Pay the expenses it incurs; and 2. Bear the expenses of the third arbitrator equally. <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:</p> <ol style="list-style-type: none"> 1. Whether the insured is legally entitled to recover damages; and 2. The amount of damages. This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the financial responsibility law of North Dakota. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding. |

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| NORTH DAKOTA PERSONAL AUTO POLICY | SA-1714/NDEP 1/04 | <p>The following will be deducted from the amount of property damage resulting from any one accident:</p> <ol style="list-style-type: none"> 1. \$300 if the accident is caused by a hit-and-run vehicle or a vehicle which has no physical contact with your covered auto. 2. \$100 in all other cases. <p>2. For any property damage to which the Collision Coverage of this policy (or similar coverage from another policy) and this coverage both apply, you may choose the coverage from which damages will be paid. You may recover under both coverages, but only if:</p> <ol style="list-style-type: none"> a. neither one by itself is sufficient to cover the loss; and b. you will not recover more than the actual damages, less the applicable deductible. | <p>C. A person seeking Uninsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Promptly notify the police if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. | <p>UNINSURED MOTORISTS COVERAGE — PROPERTY DAMAGE INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident if the Declarations Indicates that Uninsured Motorists Property Damage applies.</p> <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p> | <p>C. "Property damage" as used in this coverage means injury to, destruction of or loss of use of:</p> <ol style="list-style-type: none"> 1. Your covered auto. 2. Any property owned by an insured. 3. Any property owned by you or any family member while contained in any auto not owned, but being operated, by you or any family member. | <p>ARBITRATION</p> <p>A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an underinsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. <p>B. Each party will:</p> <ol style="list-style-type: none"> 1. Pay the expenses it incurs; and 2. Bear the expenses of the third arbitrator equally. <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:</p> <ol style="list-style-type: none"> 1. Whether the insured is legally entitled to recover damages; and 2. The amount of damages. This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the financial responsibility law of North Dakota. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding. |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
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| NORTH DAKOTA PERSONAL AUTO POLICY | SA-1714/NDEP 11/02 | <p>The following will be deducted from the amount of property damage resulting from any one accident:</p> <ol style="list-style-type: none"> 1. \$300 if the accident is caused by a hit-and-run vehicle or a vehicle which has no physical contact with your covered auto. 2. \$100 in all other cases. <p>2. For any property damage to which the Collision Coverage of this policy (or similar coverage from another policy) and this coverage both apply, you may choose the coverage from which damages will be paid. You may recover under both coverages, but only if:</p> <ol style="list-style-type: none"> a. neither one by itself is sufficient to cover the loss; and b. you will not recover more than the actual damages, less the applicable deductible. | <p>C. A person seeking Uninsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Promptly notify the police if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. | <p>UNINSURED MOTORISTS COVERAGE — PROPERTY DAMAGE INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident if the Declarations indicates that Uninsured Motorists Property Damage applies.</p> <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p> | <p>C. "Property damage" as used in this coverage means injury to, destruction of or loss of use of:</p> <ol style="list-style-type: none"> 1. Your covered auto. 2. Any property owned by an insured. 3. Any property owned by you or any family member while contained in any auto not owned, but being operated, by you or any family member. | <p>ARBITRATION</p> <p>A. If we and an Insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an underinsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. <ol style="list-style-type: none"> 1. Pay the expenses it incurs; and 2. Bear the expenses of the third arbitrator equally. <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:</p> <ol style="list-style-type: none"> 1. Whether the insured is legally entitled to recover damages; and 2. The amount of damages. This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the financial responsibility law of North Dakota. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding. |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
|-----------------------------------|-------------------------|--|--|---|---|--|
| NORTH DAKOTA PERSONAL AUTO POLICY | SA-1852/NDEP R1 8/06 G1 | <p>The following will be deducted from the amount of property damage resulting from any one accident:</p> <ol style="list-style-type: none"> \$300 if the accident is caused by a hit-and run vehicle or a vehicle which has no physical contact with your covered auto. \$100 in all other cases. <p>2. For any property damage to which the Collision Coverage of this policy (or similar coverage from another policy) and this coverage both apply, you may choose the coverage from which damages will be paid. You may recover under both coverages, but only if:</p> <ol style="list-style-type: none"> neither one by itself is sufficient to cover the loss; and you will not recover more than the actual damages, less the applicable deductible. | <p>C. A person seeking Uninsured Motorists Coverage or Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> Notify the proper law enforcement authorities as soon as practicable. Promptly send us copies of the legal papers if a suit is brought. | <p>UNINSURED MOTORISTS COVERAGE — PROPERTY DAMAGE INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident if the Declarations indicates that Uninsured Motorists Property Damage applies.</p> <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p> | <p>C. "Property damage" as used in this coverage means injury to, destruction of or loss of use of:</p> <ol style="list-style-type: none"> Your covered auto. Any property owned by an insured. Any property owned by you or any family member while contained in any auto not owned, but being operated, by you or any family member. | <p>ARBITRATION</p> <p>A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> Whether that insured is legally entitled to recover damages; or As to the amount of damages which are recoverable by that insured; <p>From the owner or operator of an underinsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage may not be arbitrated.</p> <p>Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will:</p> <ol style="list-style-type: none"> Pay the expenses it incurs; and Bear the expenses of the third arbitrator equally. <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the Insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:</p> <ol style="list-style-type: none"> Whether the insured is legally entitled to recover damages; and The amount of damages. <p>This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the financial responsibility law of North Dakota. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.</p> |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
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| NORTH DAKOTA PERSONAL AUTO POLICY | SA-1852NDEP 7/09 | <p>The following will be deducted from the amount of property damage resulting from any one accident:</p> <ol style="list-style-type: none"> \$300 if the accident is caused by a hit-and run vehicle or a vehicle which has no physical contact with your covered auto. \$100 in all other cases. <p>2. For any property damage to which the Collision Coverage of this policy (or similar coverage from another policy) and this coverage both apply, you may choose the coverage from which damages will be paid. You may recover under both coverages, but only if:</p> <ol style="list-style-type: none"> neither one by itself is sufficient to cover the loss; and you will not recover more than the actual damages, less the applicable deductible. | <p>C. A person seeking Uninsured Motorists Coverage or Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> Notify the proper law enforcement authorities as soon as practicable. Promptly send us copies of the legal papers if a suit is brought. | <p>UNINSURED MOTORISTS COVERAGE — PROPERTY DAMAGE INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident if the Declarations indicates that Uninsured Motorists Property Damage applies.</p> <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p> | <p>C. "Property damage" as used in this coverage means injury to, destruction of or loss of use of:</p> <ol style="list-style-type: none"> Your covered auto. Any property owned by an insured. Any property owned by you or any family member while contained in any auto not owned, but being operated, by you or any family member. | <p>ARBITRATION</p> <p>A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> Whether that insured is legally entitled to recover damages; or As to the amount of damages which are recoverable by that insured; <p>From the owner or operator of an underinsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage may not be arbitrated.</p> <p>Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will:</p> <ol style="list-style-type: none"> Pay the expenses it incurs; and Bear the expenses of the third arbitrator equally. <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:</p> <ol style="list-style-type: none"> Whether the insured is legally entitled to recover damages; and The amount of damages. <p>This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the financial responsibility law of North Dakota. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.</p> |

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|-----------------------------------|-------------------|--|--|---|---|--|
| NORTH DAKOTA PERSONAL AUTO POLICY | SA-1852/NDEP 7/00 | <p>The following will be deducted from the amount of property damage resulting from any one accident:</p> <ol style="list-style-type: none"> \$300 if the accident is caused by a hit-and run vehicle or a vehicle which has no physical contact with your covered auto. \$100 in all other cases. <p>2. For any property damage to which the Collision Coverage of this policy (or similar coverage from another policy) and this coverage both apply, you may choose the coverage from which damages will be paid. You may recover under both coverages, but only if:</p> <ol style="list-style-type: none"> neither one by itself is sufficient to cover the loss; and you will not recover more than the actual damages, less the applicable deductible. | <p>C. A person seeking Uninsured Motorists Coverage or Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> Notify the proper law enforcement authorities as soon as practicable. Promptly send us copies of the legal papers if a suit is brought. | <p>UNINSURED MOTORISTS COVERAGE—PROPERTY DAMAGE INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident if the Declarations indicates that Uninsured Motorists Property Damage applies. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p> | <p>C. "Property damage" as used in this coverage means injury to, destruction of or loss of use of:</p> <ol style="list-style-type: none"> Your covered auto. Any property owned by an insured. Any property owned by you or any family member while contained in any auto not owned, but being operated, by you or any family member. | <p>ARBITRATION</p> <p>A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> Whether that insured is legally entitled to recover damages; or As to the amount of damages which are recoverable by that insured; from the owner or operator of an underinsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. <p>B. Each party will:</p> <ol style="list-style-type: none"> Pay the expenses it incurs; and Bear the expenses of the third arbitrator equally. <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:</p> <ol style="list-style-type: none"> Whether the insured is legally entitled to recover damages; and The amount of damages. <p>This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the financial responsibility law of North Dakota. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.</p> |

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| NORTH DAKOTA PERSONAL AUTO POLICY | SA-1852/NDEP 6/05 | <p>The following will be deducted from the amount of property damage resulting from any one accident:</p> <ol style="list-style-type: none"> \$300 if the accident is caused by a hit-and run vehicle or a vehicle which has no physical contact with your covered auto. \$100 in all other cases. <p>2. For any property damage to which the Collision Coverage of this policy (or similar coverage from another policy) and this coverage both apply, you may choose the coverage from which damages will be paid. You may recover under both coverages, but only if:</p> <ol style="list-style-type: none"> neither one by itself is sufficient to cover the loss; and you will not recover more than the actual damages, less the applicable deductible. | <p>C. A person seeking Uninsured Motorists Coverage or Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> Notify the proper law enforcement authorities as soon as practicable. Promptly send us copies of the legal papers if a suit is brought. <p>A person seeking Underinsured Motorists Coverage under this policy must also promptly:</p> <ol style="list-style-type: none"> Send us copies of the legal papers if a suit is brought; and Notify us in writing of a tentative settlement. <p>Between the insured and the insurer of the Underinsured motor vehicle and allow us 30 days to advance payment to that insured in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such underinsured motor vehicle.</p> | <p>UNINSURED MOTORISTS COVERAGE—PROPERTY DAMAGE INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident if the Declarations indicates that Uninsured Motorists Property Damage applies.</p> <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p> | <p>C. "Property damage" as used in this coverage means injury to, destruction of or loss of use of:</p> <ol style="list-style-type: none"> Your covered auto. Any property owned by an insured. Any property owned by you or any family member while contained in any auto not owned, but being operated, by you or any family member. | <p>ARBITRATION</p> <p>A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> Whether that insured is legally entitled to recover damages; or As to the amount of damages which are recoverable by that insured; <p>From the owner or operator of an underinsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage may not be arbitrated.</p> <p>Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will:</p> <ol style="list-style-type: none"> Pay the expenses it incurs; and Bear the expenses of the third arbitrator equally. <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:</p> <ol style="list-style-type: none"> Whether the insured is legally entitled to recover damages; and The amount of damages. <p>This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the financial responsibility law of North Dakota.</p> <p>If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.</p> |

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| NORTH DAKOTA PERSONAL AUTO POLICY | SA-1852/NDEP 1/06 | <p>The following will be deducted from the amount of property damage resulting from any one accident:</p> <p>1. \$300 if the accident is caused by a hit-and run vehicle or a vehicle which has no physical contact with your covered auto.</p> <p>2. \$100 in all other cases.</p> <p>2. For any property damage to which the Collision Coverage of this policy (or similar coverage from another policy) and this coverage both apply, you may choose the coverage from which damages will be paid. You may recover under both coverages, but only if:</p> <p>a. neither one by itself is sufficient to cover the loss; and</p> <p>b. you will not recover more than the actual damages, less the applicable deductible.</p> | <p>C. A person seeking Uninsured Motorists Coverage or Underinsured Motorists Coverage must also:</p> <p>1. Notify the proper law enforcement authorities as soon as practicable.</p> <p>2. Promptly send us copies of the legal papers if a suit is brought.</p> | <p>UNINSURED MOTORISTS COVERAGE—PROPERTY DAMAGE INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident if the Declarations indicates that Uninsured Motorists Property Damage applies.</p> <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p> | <p>C. "Property damage" as used in this coverage means injury to, destruction of or loss of use of:</p> <p>1. Your covered auto.</p> <p>2. Any property owned by an insured.</p> <p>3. Any property owned by you or any family member while contained in any auto not owned, but being operated, by you or any family member.</p> | <p>ARBITRATION</p> <p>A. If we and an Insured do not agree:</p> <p>1. Whether that Insured is legally entitled to recover damages; or</p> <p>2. As to the amount of damages which are recoverable by that insured;</p> <p>From the owner or operator of an underinsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage may not be arbitrated.</p> <p>Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will:</p> <p>1. Pay the expenses it incurs; and</p> <p>2. Bear the expenses of the third arbitrator equally.</p> <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the Insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:</p> <p>1. Whether the insured is legally entitled to recover damages; and</p> <p>2. The amount of damages. This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the financial responsibility law of North Dakota. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.</p> |

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| NORTH DAKOTA PERSONAL AUTO POLICY | SA-1852/NDEP 1/04 G1 | <p>The following will be deducted from the amount of property damage resulting from any one accident:</p> <ol style="list-style-type: none"> \$300 if the accident is caused by a hit-and run vehicle or a vehicle which has no physical contact with your covered auto. \$100 in all other cases. <p>2. For any property damage to which the Collision Coverage of this policy (or similar coverage from another policy) and this coverage both apply, you may choose the coverage from which damages will be paid. You may recover under both coverages, but only if:</p> <ol style="list-style-type: none"> neither one by itself is sufficient to cover the loss; and you will not recover more than the actual damages, less the applicable deductible. | <p>C. A person seeking Uninsured Motorists Coverage Or Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> Notify the proper law enforcement authorities as soon as practicable. Promptly send us copies of the legal papers if a suit is brought. | <p>INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident if the Declarations indicates that Uninsured Motorists Property Damage applies. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p> | <p>C. "Property damage" as used in this coverage means injury to, destruction of or loss of use of:</p> <ol style="list-style-type: none"> Your covered auto. Any property owned by an insured. Any property owned by you or any family member while contained in any auto not owned, but being operated, by you or any family member. | <p>ARBITRATION</p> <p>A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> Whether that insured is legally entitled to recover damages; or As to the amount of damages which are recoverable by that insured; <p>From the owner or operator of an underinsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will:</p> <ol style="list-style-type: none"> Pay the expenses it incurs; and Bear the expenses of the third arbitrator equally. <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:</p> <ol style="list-style-type: none"> Whether the insured is legally entitled to recover damages; and The amount of damages. <p>This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the financial responsibility law of North Dakota. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.</p> |

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| OHIO PERSONAL AUTO POLICY | SA-1783/OHEP 5/05 | <p>4. For the first \$250 of the amount of the property damage to each of the insured automobiles as the result of any one accident.</p> <p>5. To any motor vehicle owned by you for which you have purchased Collision Coverage under this policy or any other policy.</p> <p>A. Our maximum limit of liability for all damages resulting from any one accident will be the lesser of:</p> <ol style="list-style-type: none"> 1. The limit of liability shown in the Declarations; or 2. The actual cash value of the insured automobile. <p>This is the most we will pay, regardless of the number of:</p> <ol style="list-style-type: none"> 1. Insureds; 2. Claims made; 3. Vehicles or premiums shown in the Declarations; or 4. Vehicles involved in the accident. | <p>ADDITIONAL DUTIES AFTER AN ACCIDENT OR LOSS</p> <p>A person seeking coverage under this section must also promptly send us copies of the legal papers if a suit is brought</p> | <p>We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident arising out of actual physical contact with the insured automobile. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle. Any judgment for damages arising out of a suit brought without our written consent is not binding on us.</p> | <p>"Property Damage" as used in this coverage means injury to or destruction of the insured automobile. However, property damage does not include:</p> <ol style="list-style-type: none"> 1. Loss of use of the insured automobile; or 2. Damage to personal property contained in the insured automobile. | <p>A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that person is legally entitled to recover damages under this coverage; or 2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle then the matter may be arbitrated. However, disputes concerning coverage under this coverage may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request their selection be made by a judge of a court having jurisdiction. <p>B. Each party will:</p> <ol style="list-style-type: none"> 1. Pay the expenses it incurs; and 2. Bear the expenses of the third arbitrator equally. <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two arbitrators will be binding as to:</p> <ol style="list-style-type: none"> 1. Whether the insured is legally entitled to recover damages; and 2. The amount of damages. |

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|---------------------------|-------------------|--|--|--|--|--|
| OHIO PERSONAL AUTO POLICY | SA-1783/OHEP 4/04 | <p>4. For the first \$250 of the amount of the property damage to each of the insured automobiles as the result of any one accident.</p> <p>5. To any motor vehicle owned by you for which you have purchased Collision Coverage under this policy or any other policy.</p> <p>A. Our maximum limit of liability for all damages resulting from any one accident will be the lesser of:</p> <ol style="list-style-type: none"> 1. The limit of liability shown in the Declarations; or 2. The actual cash value of the insured automobile. <p>This is the most we will pay, regardless of the number of:</p> <ol style="list-style-type: none"> 1. Insureds; 2. Claims made; 3. Vehicles or premiums shown in the Declarations; or 4. Vehicles involved in the accident. | <p>NOTE: No separate section for Duties after an accident.</p> <p>This section appears under UNINSURED MOTORISTS PROPERTY DAMAGE COVERAGE:</p> <p>ADDITIONAL DUTIES</p> <p>A person seeking coverage under this coverage must also promptly:</p> <ol style="list-style-type: none"> 1. Send us copies of the legal papers if a suit is brought; and 2. Notify us in writing of a tentative settlement between the insured and the insurer of the underinsured motor vehicle and allow us 30 days to advance payment to that insured in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such underinsured motor vehicle. | <p>UNINSURED MOTORISTS PROPERTY DAMAGE COVERAGE</p> <p>INSURING AGREEMENT</p> <p>We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident arising out of actual physical contact with the insured automobile. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p> <p>Any judgment for damages arising out of a suit brought without our written consent is not binding on us.</p> | <p>"Property Damage" as used in this coverage means injury to or destruction of the insured automobile. However, property damage does not include:</p> <ol style="list-style-type: none"> 1. Loss of use of the insured automobile; or 2. Damage to personal property contained in the insured automobile. | <p>ARBITRATION</p> <p>A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; <p>from the owner or operator of an underinsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this coverage may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will:</p> <ol style="list-style-type: none"> 1. Pay the expenses it incurs; and 2. Bear the expenses of the third arbitrator equally. <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:</p> <ol style="list-style-type: none"> 1. Whether the insured is legally entitled to recover damages; and 2. The amount of damages. |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
|---------------------------|-------------------|--|---|---|--|--|
| OHIO PERSONAL AUTO POLICY | SA-1783/OHEP 1/03 | <p>4. For the first \$250 of the amount of the property damage to each of the insured automobiles as the result of any one accident.</p> <p>5. To any motor vehicle owned by you for which you have purchased Collision Coverage under this policy or any other policy.</p> <p>A. Our maximum limit of liability for all damages resulting from any one accident will be the lesser of:</p> <ol style="list-style-type: none"> 1. The limit of liability shown in the Declarations; or 2. The actual cash value of the insured automobile. <p>This is the most we will pay, regardless of the number of:</p> <ol style="list-style-type: none"> 1. Insureds; 2. Claims made; 3. Vehicles or premiums shown in the Declarations; or 4. Vehicles involved in the accident. | <p>(NOTE: No separate section for Duties after an accident. Section appears under UNINSURED MOTORISTS PROPERTY DAMAGE COVERAGE)</p> <p>ADDITIONAL DUTIES</p> <p>A person seeking coverage under this coverage must also promptly:</p> <ol style="list-style-type: none"> 1. Send us copies of the legal papers if a suit is brought; and 2. Notify us in writing of a tentative settlement between the insured and the insurer of the underinsured motor vehicle and allow us 30 days to advance payment to that insured in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such underinsured motor vehicle. | <p>UNINSURED MOTORISTS PROPERTY DAMAGE COVERAGE INSURING AGREEMENT</p> <p>We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident arising out of actual physical contact with the insured automobile. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p> <p>Any judgment for damages arising out of a suit brought without our written consent is not binding on us.</p> | <p>"Property Damage" as used in this coverage means injury to or destruction of the insured automobile. However, property damage does not include:</p> <ol style="list-style-type: none"> 1. Loss of use of the insured automobile; or 2. Damage to personal property contained in the insured automobile. | <p>ARBITRATION</p> <p>A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; <p>from the owner or operator of an underinsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this coverage may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will:</p> <ol style="list-style-type: none"> 1. Pay the expenses it incurs; and 2. Bear the expenses of the third arbitrator equally. <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:</p> <ol style="list-style-type: none"> 1. Whether the insured is legally entitled to recover damages; and 2. The amount of damages. |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
|---------------------------|--------------------|--|--|--|---|--|
| OHIO PERSONAL AUTO POLICY | SA-1852/OHEP 10/08 | <p>5. For the first \$250 of the amount of the property damage to each of the insured automobiles as the result of any one accident.</p> <p>7. To any motor vehicle owned by you for which you have purchased Collision Coverage under this policy or any other policy.</p> <p>A. Our maximum limit of liability for all damages resulting from any one accident will be the lesser of:</p> <ol style="list-style-type: none"> 1. The limit of liability shown in the Declarations; or 2. The actual cash value of the insured automobile. <p>This is the most we will pay, regardless of the number of:</p> <ol style="list-style-type: none"> 1. Insureds; 2. Claims made; 3. Vehicles or premiums shown in the Declarations; or 4. Vehicles involved in the accident. | <p>C. A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Report the accident to the police or other civil authority within twenty-four (24) hours or as soon as practicable if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. | <p>UNINSURED MOTORISTS COVERAGE PROPERTY DAMAGE INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident arising out of actual physical contact with your covered auto. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle. Any judgment for damages arising out of a suit brought without our written consent is not binding on us.</p> | <p>B. "Property damage" as used in this coverage means injury to or destruction of your covered auto. However, property damage does not mean:</p> <ol style="list-style-type: none"> 1. Loss of use of your covered auto; or 2. Damage to personal property contained in your covered auto. | <p>ARBITRATION</p> <p>A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that person is legally entitled to recover damages under this coverage; or 2. As to the amount of damages which are recoverable by that insured; <p>by the owner or operator of an uninsured motor vehicle then the matter may be arbitrated. However, disputes concerning coverage may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will:</p> <ol style="list-style-type: none"> 1. Pay the expenses it incurs; and 2. Bear the expenses of the third arbitrator equally. <p>C. Unless both parties agree otherwise, the arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:</p> <ol style="list-style-type: none"> 1. Whether the insured is legally entitled to recover damages; and 2. The amount of damages. |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
|---------------------------|-------------------|--|--|--|---|---|
| OHIO PERSONAL AUTO POLICY | SA-1852/OHEP 8/08 | <p>5. For the first \$250 of the amount of the property damage to each of the insured automobiles as the result of any one accident.</p> <p>7. To any motor vehicle owned by you for which you have purchased Collision Coverage under this policy or any other policy.</p> <p>A. Our maximum limit of liability for all damages resulting from any one accident will be the lesser of:</p> <ol style="list-style-type: none"> 1. The limit of liability shown in the Declarations; or 2. The actual cash value of the insured automobile. <p>This is the most we will pay, regardless of the number of:</p> <ol style="list-style-type: none"> 1. Insureds; 2. Claims made; 3. Vehicles or premiums shown in the Declarations; or 4. Vehicles involved in the accident. | <p>C. A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Report the accident to the police or other civil authority within twenty-four (24) hours or as soon as practicable if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. | <p>UNINSURED MOTORISTS COVERAGE PROPERTY DAMAGE INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident arising out of actual physical contact with your covered auto. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle. Any judgment for damages arising out of a suit brought without our written consent is not binding on us.</p> | <p>B. "Property damage" as used in this coverage means injury to or destruction of your covered auto. However, property damage does not mean:</p> <ol style="list-style-type: none"> 1. Loss of use of your covered auto; or 2. Damage to personal property contained in your covered auto. | <p>ARBITRATION</p> <p>A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that person is legally entitled to recover damages under this coverage; or 2. As to the amount of damages which are recoverable by that insured; <p>by the owner or operator of an uninsured motor vehicle then the matter may be arbitrated. However, disputes concerning coverage may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will:</p> <ol style="list-style-type: none"> 1. Pay the expenses it incurs; and 2. Bear the expenses of the third arbitrator equally. <p>C. Unless both parties agree otherwise, the arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:</p> <ol style="list-style-type: none"> 1. Whether the insured is legally entitled to recover damages; and 2. The amount of damages. |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
|---------------------------|-------------------|--|--|--|---|--|
| OHIO PERSONAL AUTO POLICY | SA-1852/OHEP 7/08 | <p>5. For the first \$250 of the amount of the property damage to each of the insured automobiles as the result of any one accident.</p> <p>7. To any motor vehicle owned by you for which you have purchased Collision Coverage under this policy or any other policy.</p> <p>A. Our maximum limit of liability for all damages resulting from any one accident will be the lesser of:</p> <ol style="list-style-type: none"> 1. The limit of liability shown in the Declarations; or 2. The actual cash value of the insured automobile. <p>This is the most we will pay, regardless of the number of:</p> <ol style="list-style-type: none"> 1. Insureds; 2. Claims made; 3. Vehicles or premiums shown in the Declarations; or 4. Vehicles involved in the accident. | <p>C. A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Report the accident to the police or other civil authority within twenty-four (24) hours or as soon as practicable if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. | <p>UNINSURED MOTORISTS COVERAGE PROPERTY DAMAGE INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of Property damage caused by an accident arising out of actual physical contact with your covered auto. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p> <p>Any judgment for damages arising out of a suit brought without our written consent is not binding on us.</p> | <p>B. "Property damage" as used in this coverage means injury to or destruction of your covered auto. However, property damage does not mean:</p> <ol style="list-style-type: none"> 1. Loss of use of your covered auto; or 2. Damage to personal property contained in your covered auto. | <p>ARBITRATION</p> <p>A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that person is legally entitled to recover damages under this coverage; or 2. As to the amount of damages which are recoverable by that insured; <p>by the owner or operator of an uninsured motor vehicle then the matter may not be arbitrated. However, disputes concerning coverage may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will:</p> <ol style="list-style-type: none"> 1. Pay the expenses it incurs; and 2. Bear the expenses of the third arbitrator equally. <p>C. Unless both parties agree otherwise, the arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:</p> <ol style="list-style-type: none"> 1. Whether the insured is legally entitled to recover damages; and 2. The amount of damages. |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
|---------------------------|-------------------|--|--|---|---|--|
| OHIO PERSONAL AUTO POLICY | SA-1852/OHEP 5/09 | <p>5. For the first \$250 of the amount of the property damage to each of the insured automobiles as the result of any one accident.</p> <p>7. To any motor vehicle owned by you for which you have purchased Collision Coverage under this policy or any other policy.</p> <p>A. Our maximum limit of liability for all damages resulting from any one accident will be the lesser of:</p> <ol style="list-style-type: none"> 1. The limit of liability shown in the Declarations; or 2. The actual cash value of the insured automobile. <p>This is the most we will pay, regardless of the number of:</p> <ol style="list-style-type: none"> 1. Insureds; 2. Claims made; 3. Vehicles or premiums shown in the Declarations; or 4. Vehicles involved in the accident. | <p>C. A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Report the accident to the police or other civil authority within twenty-four (24) hours or as soon as practicable if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. | <p>UNINSURED MOTORISTS COVERAGE PROPERTY DAMAGE INSURING AGREEMENT</p> <p>A. We will pay damages which an Insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident arising out of actual physical contact with your covered auto. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle. Any judgment for damages arising out of a suit brought without our written consent is not binding on us.</p> | <p>B. "Property damage" as used in this coverage means injury to or destruction of your covered auto. However, property damage does not mean:</p> <ol style="list-style-type: none"> 1. Loss of use of your covered auto; or 2. Damage to personal property contained in your covered auto. | <p>ARBITRATION</p> <p>A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that person is legally entitled to recover damages under this coverage; or 2. As to the amount of damages which are recoverable by that insured; <p>by the owner or operator of an uninsured motor vehicle then the matter may be arbitrated. However, disputes concerning coverage may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will:</p> <ol style="list-style-type: none"> 1. Pay the expenses it incurs; and 2. Bear the expenses of the third arbitrator equally. <p>C. Unless both parties agree otherwise, the arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision Agreed to by two of the arbitrators will be binding as to:</p> <ol style="list-style-type: none"> 1. Whether the Insured is legally entitled to recover damages; and 2. The amount of damages. |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
|---------------------------|-------------------|--|--|--|---|--|
| OHIO PERSONAL AUTO POLICY | SA-1852/OHEP 5/06 | <p>5. For the first \$250 of the amount of the property damage to each of the insured automobiles as the result of any one accident.</p> <p>7. To any motor vehicle owned by you for which you have purchased Collision Coverage under this policy or any other policy.</p> <p>A. Our maximum limit of liability for all damages resulting from any one accident will be the lesser of:</p> <ol style="list-style-type: none"> 1. The limit of liability shown in the Declarations; or 2. The actual cash value of the insured automobile. <p>This is the most we will pay, regardless of the number of:</p> <ol style="list-style-type: none"> 1. Insureds; 2. Claims made; 3. Vehicles or premiums shown in the Declarations; or 4. Vehicles involved in the accident. | <p>C. A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Report the accident to the police or other civil authority within twenty-four (24) hours or as soon as practicable if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. | <p>UNINSURED MOTORISTS COVERAGE PROPERTY DAMAGE INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of Property damage caused by an accident arising out of actual physical contact with your covered auto. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle. Any judgment for damages arising out of a suit brought without our written consent is not binding on us.</p> | <p>B. "Property damage" as used in this coverage means injury to or destruction of your covered auto. However, property damage does not mean:</p> <ol style="list-style-type: none"> 1. Loss of use of your covered auto; or 2. Damage to personal property contained in your covered auto. | <p>ARBITRATION</p> <p>A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that person is legally entitled to recover damages under this coverage; or 2. As to the amount of damages which are recoverable by that insured; <p>by the owner or operator of an uninsured motor vehicle then the matter may be arbitrated. However, disputes concerning coverage may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will:</p> <ol style="list-style-type: none"> 1. Pay the expenses it incurs; and 2. Bear the expenses of the third arbitrator equally. <p>C. Unless both parties agree otherwise, the arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:</p> <ol style="list-style-type: none"> 1. Whether the insured is legally entitled to recover damages; and 2. The amount of damages. |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
|---------------------------|-------------------|--|--|--|---|---|
| OHIO PERSONAL AUTO POLICY | SA-1852/OHEP 5/05 | <p>4. For the first \$250 of the amount of the property damage to each of the insured automobiles as the result of any one accident.</p> <p>5. To any motor vehicle owned by you for which you have purchased Collision Coverage under this policy or any other policy.</p> <p>A. Our maximum limit of liability for all damages resulting from any one accident will be the lesser of:</p> <ol style="list-style-type: none"> 1. The limit of liability shown in the Declarations; or 2. The actual cash value of your covered auto. This is the most we will pay, regardless of the number of: <ol style="list-style-type: none"> 1. Insureds; 2. Claims made; 3. Vehicles or premiums shown in the Declarations; or 4. Vehicles involved in the accident. | <p>C. A person seeking Uninsured Motorists Coverage or Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Promptly notify the police if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. | <p>UNINSURED MOTORISTS COVERAGE PROPERTY DAMAGE INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident arising out of actual physical contact with your covered auto. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle. Any judgment for damages arising out of a suit brought without our written consent is not binding on us.</p> | <p>B. "Property damage" as used in this coverage means injury to or destruction of your covered auto. However, property damage does not mean:</p> <ol style="list-style-type: none"> 1. Loss of use of your covered auto; or 2. Damage to personal property contained in your covered auto. | <p>ARBITRATION</p> <p>A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that person is legally entitled to recover damages under this coverage; or 2. As to the amount of damages which are recoverable by that insured; <p>by the owner or operator of an uninsured motor vehicle then the matter may be arbitrated. However, disputes concerning coverage may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will:</p> <ol style="list-style-type: none"> 1. Pay the expenses it incurs; and 2. Bear the expenses of the third arbitrator equally. <p>C. Unless both parties agree otherwise, the arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:</p> <ol style="list-style-type: none"> 1. Whether the insured is legally entitled to recover damages; and 2. The amount of damages. |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
|---------------------------|-------------------|--|--|---|---|--|
| OHIO PERSONAL AUTO POLICY | SA-1852/OHEP 4/04 | <p>4. For the first \$250 of the amount of the property damage to each of the insured automobiles as the result of any one accident.</p> <p>5. To any motor vehicle owned by you for which you have purchased Collision Coverage under this policy or any other policy.</p> <p>A. Our maximum limit of liability for all damages resulting from any one accident will be the lesser of:</p> <ol style="list-style-type: none"> 1. The limit of liability shown in the Declarations; or 2. The actual cash value of your covered auto. This is the most we will pay, regardless of the number of: <ol style="list-style-type: none"> 1. Insureds; 2. Claims made; 3. Vehicles or premiums shown in the Declarations; or 4. Vehicles involved in the accident. | <p>C. A person seeking Uninsured Motorists Coverage or Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Promptly notify the police if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. | <p>UNINSURED MOTORISTS COVERAGE PROPERTY DAMAGE INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident arising out of actual physical contact with your covered auto. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle. Any judgment for damages arising out of a suit brought without our written consent is not binding on us.</p> | <p>B. "Property damage" as used in this coverage means injury to or destruction of your covered auto. However, property damage does not mean:</p> <ol style="list-style-type: none"> 1. Loss of use of your covered auto; or 2. Damage to personal property contained in your covered auto. | <p>ARBITRATION</p> <p>A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that person is legally entitled to recover damages under this coverage; or 2. As to the amount of damages which are recoverable by that insured; <p>by the owner or operator of an uninsured motor vehicle then the matter may be arbitrated. However, disputes concerning coverage may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will:</p> <ol style="list-style-type: none"> 1. Pay the expenses it incurs; and 2. Bear the expenses of the third arbitrator equally. <p>C. Unless both parties agree otherwise, the arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:</p> <ol style="list-style-type: none"> 1. Whether the insured is legally entitled to recover damages; and 2. The amount of damages. |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
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| OHIO PERSONAL AUTO POLICY | SA-1852/OHEP 2/02 | <p>4. For the first \$250 of the amount of the property damage to each of the insured automobiles as the result of any one accident.</p> <p>5. To any motor vehicle owned by you for which you have purchased Collision Coverage under this policy or any other policy.</p> <p>A. Our maximum limit of liability for all damages resulting from any one accident will be the lesser of:</p> <ol style="list-style-type: none"> 1. The limit of liability shown in the Declarations; or 2. The actual cash value of your covered auto. This is the most we will pay, regardless of the number of: <ol style="list-style-type: none"> 1. Insureds; 2. Claims made; 3. Vehicles or premiums shown in the Declarations; or 4. Vehicles involved in the accident. | <p>C. A person seeking Uninsured Motorists Coverage or Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Promptly notify the police if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. | <p>UNINSURED MOTORISTS COVERAGE PROPERTY DAMAGE INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident arising out of actual physical contact with your covered auto. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle. Any judgment for damages arising out of a suit brought without our written consent is not binding on us.</p> | <p>B. "Property damage" as used in this coverage means injury to or destruction of your covered auto. However, property damage does not mean:</p> <ol style="list-style-type: none"> 1. Loss of use of your covered auto; or 2. Damage to personal property contained in your covered auto. | <p>ARBITRATION</p> <p>A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. <p>B. Each party will:</p> <ol style="list-style-type: none"> 1. Pay the expenses it incurs; and 2. Bear the expenses of the third arbitrator equally. <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the Insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:</p> <ol style="list-style-type: none"> 1. Whether the Insured is legally entitled to recover damages; and 2. The amount of damages. |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
|-----------------------------------|-------------------|---|--|--|---|---|
| OREGON PERSONAL AUTOMOBILE POLICY | SA-1714/OREP 1/06 | <p>4. For the first \$300 of the amount of property damage to each of your covered autos as the result of an accident involving a hit-and-run vehicle as described in Section 3. of the definition of uninsured motor vehicle.</p> <p>5. For the first \$200 of the amount of property damage to each of your covered autos as the result of an accident involving other than a hit-and-run vehicle.</p> <p>A. The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for all damages resulting from any one accident. Subject to this maximum, our limit of liability will be the lesser of:</p> <ol style="list-style-type: none"> 1. The actual cash value of the damaged property; or 2. The amount necessary to repair or replace the property. <p>This is the most we will pay regardless of the number of:</p> <ol style="list-style-type: none"> 1. Claims made; 2. Vehicles or premiums shown in the Declarations; or 3. Vehicles involved in the accident. <p>C. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:</p> <ol style="list-style-type: none"> 1. Part D of this policy; or 2. Any coverage similar to Part D under any other policy. | <p>C. A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Promptly notify the police if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. | <p>PROPERTY DAMAGE UNINSURED MOTORISTS COVERAGE INSURING AGREEMENT</p> <p>A. We will pay damages which you are legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident.</p> <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p> <p>Any judgment for damages arising out of a suit brought without our written consent is not binding on us.</p> | <p>B. "Property damage" as used in this coverage means injury to or destruction of your covered auto. However, property damage does not include loss of use of your covered auto.</p> | <p>ARBITRATION</p> <p>A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by an insured; from the owner or operator of an uninsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration and be bound by the results of that arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. <p>B. Each party will:</p> <ol style="list-style-type: none"> 1. Pay the expenses it incurs; and 2. Bear the expenses of the third arbitrator equally. <p>C. Unless both parties agree otherwise, arbitration will take place in either of the following, at the election of the insured:</p> <ol style="list-style-type: none"> 1. The county and state where the insured resides; or 2. The county and state where the insured's cause of action against the operator or owner of the uninsured motor vehicle arose. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding. <p>D. We will reimburse for any costs of arbitration to an insured over \$100. Costs will not include attorney fees or expenses incurred in the production of evidence or witnesses or the making of transcripts.</p> |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
|-----------------------------------|-------------------|--|--|--|---|--|
| OREGON PERSONAL AUTOMOBILE POLICY | SA-1714/OREP 9/05 | <p>4. For the first \$300 of the amount of property damage to each of your covered autos as the result of an accident involving a hit and- run vehicle as described in Section 3. of the definition of uninsured motor vehicle.</p> <p>5. For the first \$200 of the amount of property damage to each of your covered autos as the result of an accident involving other than a hit-and-run vehicle.</p> <p>A. The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for all damages resulting from any one accident. Subject to this maximum, our limit of liability will be the lesser of:</p> <ol style="list-style-type: none"> 1. The actual cash value of the damaged property; or 2. The amount necessary to repair or replace the property. <p>This is the most we will pay regardless of the number of:</p> <ol style="list-style-type: none"> 1. Claims made; 2. Vehicles or premiums shown in the Declarations; or 3. Vehicles involved in the accident. <p>C. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:</p> <ol style="list-style-type: none"> 1. Part D of this policy; or 2. Any coverage similar to Part D under any other policy. | <p>C. A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Promptly notify the police if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. | <p>PROPERTY DAMAGE UNINSURED MOTORISTS COVERAGE INSURING AGREEMENT</p> <p>A. We will pay damages which you are legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle. Any judgment for damages arising out of a suit brought without our written consent is not binding on us.</p> | <p>B. "Property damage" as used in this coverage means injury to or destruction of your covered auto. However, property damage does not include loss of use of your covered auto.</p> | <p>ARBITRATION</p> <p>A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by an insured; from the owner or operator of an uninsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. <p>Both parties must agree to arbitration and be bound by the results of that arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will:</p> <ol style="list-style-type: none"> 1. Pay the expenses it incurs; and 2. Bear the expenses of the third arbitrator equally. <p>C. Unless both parties agree otherwise, arbitration will take place in either of the following, at the election of the insured:</p> <ol style="list-style-type: none"> 1. The county and state where the insured resides; or 2. The county and state where the Insured's cause of action against the operator or owner of the uninsured motor vehicle arose. <p>Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.</p> <p>D. We will reimburse for any costs of arbitration to an insured over \$100. Costs will not include attorney fees or expenses incurred in the production of evidence or witnesses or the making of transcripts.</p> |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
|-----------------------------------|-------------------|--|--|--|---|---|
| OREGON PERSONAL AUTOMOBILE POLICY | SA-1714/OREP 6/02 | <p>4. For the first \$300 of the amount of property damage to each of your covered autos as the result of an accident involving a hit-and-run vehicle as described in Section 3. of the definition of uninsured motor vehicle.</p> <p>5. For the first \$200 of the amount of property damage to each of your covered autos as the result of an accident involving other than a hit-and-run vehicle.</p> <p>A. The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for all damages resulting from any one accident. Subject to this maximum, our limit of liability will be the lesser of:</p> <ol style="list-style-type: none"> 1. The actual cash value of the damaged property; or 2. The amount necessary to repair or replace the property. <p>This is the most we will pay regardless of the number of:</p> <ol style="list-style-type: none"> 1. Claims made; 2. Vehicles or premiums shown in the Declarations; or 3. Vehicles involved in the accident. <p>C. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:</p> <ol style="list-style-type: none"> 1. Part D of this policy; or 2. Any coverage similar to Part D under any other policy. | <p>C. A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Promptly notify the police if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. | <p>PROPERTY DAMAGE UNINSURED MOTORISTS COVERAGE INSURING AGREEMENT</p> <p>A. We will pay damages which you are legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle. Any judgment for damages arising out of a suit brought without our written consent is not binding on us.</p> | <p>B. "Property damage" as used in this coverage means injury to or destruction of your covered auto. However, property damage does not include loss of use of your covered auto.</p> | <p>ARBITRATION</p> <p>A. If we and an Insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that Insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by an insured; from the owner or operator of an uninsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. <p>Both parties must agree to arbitration and be bound by the results of that arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will:</p> <ol style="list-style-type: none"> 1. Pay the expenses it incurs; and 2. Bear the expenses of the third arbitrator equally. <p>C. Unless both parties agree otherwise, arbitration will take place in either of the following, at the election of the Insured:</p> <ol style="list-style-type: none"> 1. The county and state where the insured resides; or 2. The county and state where the insured's cause of action against the operator or owner of the uninsured motor vehicle arose. <p>Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.</p> <p>D. We will reimburse for any costs of arbitration to an insured over \$100. Costs will not include attorney fees or expenses incurred in the production of evidence or witnesses or the making of transcripts.</p> |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
|-----------------------------------|-------------------|---|---|--|---|---|
| OREGON PERSONAL AUTOMOBILE POLICY | SA-1714/OREP 1/06 | <p>4. For the first \$300 of the amount of property damage to each of your covered autos as the result of an accident involving a hit-and-run vehicle as described in Section 3. of the definition of uninsured motor vehicle.</p> <p>5. For the first \$200 of the amount of property damage to each of your covered autos as the result of an accident involving other than a hit-and-run vehicle.</p> <p>A. The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for all damages resulting from any one accident. Subject to this maximum, our limit of liability will be the lesser of:</p> <p>1. The actual cash value of the damaged property; or</p> <p>2. The amount necessary to repair or replace the property.</p> <p>This is the most we will pay regardless of the number of:</p> <p>1. Claims made;</p> <p>2. Vehicles or premiums shown in the Declarations; or</p> <p>3. Vehicles involved in the accident.</p> <p>C. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:</p> <p>1. Part D of this policy; or</p> <p>2. Any coverage similar to Part D under any other policy.</p> | <p>C. A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <p>1. Promptly notify the police if a hit-and-run driver is involved.</p> <p>2. Promptly send us copies of the legal papers if a suit is brought.</p> | <p>PROPERTY DAMAGE UNINSURED MOTORISTS COVERAGE INSURING AGREEMENT</p> <p>A. We will pay damages which you are legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident.</p> <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p> <p>Any judgment for damages arising out of a suit brought without our written consent is not binding on us.</p> | <p>B. "Property damage" as used in this coverage means injury to or destruction of your covered auto. However, property damage does not include loss of use of your covered auto.</p> | <p>ARBITRATION</p> <p>A. If we and an Insured do not agree:</p> <p>1. Whether that Insured is legally entitled to recover damages; or</p> <p>2. As to the amount of damages which are recoverable by an Insured; from the owner or operator of an uninsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated.</p> <p>Both parties must agree to arbitration and be bound by the results of that arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will:</p> <p>1. Pay the expenses it incurs; and</p> <p>2. Bear the expenses of the third arbitrator equally.</p> <p>C. Unless both parties agree otherwise, arbitration will take place in either of the following, at the election of the insured:</p> <p>1. The county and state where the insured resides; or</p> <p>2. The county and state where the Insured's cause of action against the operator or owner of the uninsured motor vehicle arose.</p> <p>Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.</p> <p>D. We will reimburse for any costs of arbitration to an Insured over \$100. Costs will not include attorney fees or expenses incurred in the production of evidence or witnesses or the making of transcripts.</p> |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
|-----------------------------|-------------------------|---|---|--|--|--|
| OREGON PERSONAL AUTO POLICY | SA-1852/OREP R2 7/06 G1 | <p>6. For the first \$300 of the amount of property damage to each of your covered autos as the result of an accident involving a hit and-run vehicle as described in the definition of uninsured motor vehicle.</p> <p>7. For the first \$200 of the amount of property damage to each of your covered autos as the result of an accident involving other than a hit-and-run vehicle.</p> <p>A. The limit of liability shown in the Declarations for This coverage is our maximum limit of liability for all damages resulting from any one accident. Subject to this maximum, our limit of liability will be the lesser of:</p> <ol style="list-style-type: none"> 1. The actual cash value of the damaged property; or 2. The amount necessary to repair or replace the property. This is the most we will pay regardless of the number of: <ol style="list-style-type: none"> 1. Claims made; 2. Vehicles or premiums shown in the Declarations; or 3. Vehicles involved in the accident. <p>C. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:</p> <ol style="list-style-type: none"> 1. Part D of this policy; or 2. Any coverage similar to Part D under any other policy. | <p>C. A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Report the accident to the police or other civil authority within seventy-two(72) hours or as soon as practicable if a hit-and-run driver is involved. You must file a statement, under oath, with us within 30 days after the accident setting forth the facts. 2. Promptly send us copies of the legal papers if a suit is brought. | <p>PROPERTY DAMAGE UNINSURED MOTORISTS COVERAGE INSURING AGREEMENT</p> <p>A. We will pay damages which you are legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident.</p> <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p> | <p>E. "Property damage" as used in this coverage means injury to or destruction of your covered auto.</p> <p>However, property damage does not include loss of use of your covered auto.</p> | <p>ARBITRATION</p> <p>A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle, then the matter may be arbitrated. <p>However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration and to be bound by the results of that arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will:</p> <ol style="list-style-type: none"> 1. pay the expenses it incurs; and 2. bear the expenses of the third arbitrator equally. <p>C. Unless both parties agree otherwise, arbitration will take place in either of the following, at the election of the insured:</p> <ol style="list-style-type: none"> 1. the county and state where the insured resides; or 2. the county and state where the insured's cause of action against the operator or owner of the uninsured motor vehicle arose. <p>Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.</p> <p>D. We will reimburse an insured for any costs of arbitration over \$100. Costs will not include attorney fees or expenses incurred in the production of evidence or witnesses or the making of transcripts.</p> |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
|-----------------------------|----------------------|---|--|--|--|--|
| OREGON PERSONAL AUTO POLICY | SA-1852/OREP R2 1/04 | <p>4. For the first \$300 of the amount of property damage to each of your covered autos as the result of an accident involving a hit and- run vehicle as described in Section 3. of the definition of uninsured motor vehicle.</p> <p>5. For the first \$200 of the amount of property damage to each of your covered autos as the result of an accident involving other than a hit-and-run vehicle.</p> <p>A. The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for all damages resulting from any one accident. Subject to this maximum, our limit of liability will be the lesser of:</p> <ol style="list-style-type: none"> 1. The actual cash value of the damaged property; or 2. The amount necessary to repair or replace the property. <p>This is the most we will pay regardless of the number of:</p> <ol style="list-style-type: none"> 1. Claims made; 2. Vehicles or premiums shown in the Declarations; or 3. Vehicles involved in the accident. <p>C. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:</p> <ol style="list-style-type: none"> 1. Part D of this policy; or 2. Any coverage similar to Part D under any other policy. | <p>C. A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Promptly notify the police if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. | <p>PROPERTY DAMAGE UNINSURED MOTORISTS COVERAGE INSURING AGREEMENT</p> <p>A. We will pay damages which you are legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident.</p> <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle. Any judgment for damages arising out of a suit brought without our written consent is not binding on us.</p> | <p>B. "Property damage" as used in this coverage means injury to or destruction of your covered auto.</p> <p>However, property damage does not include loss of use of your covered auto.</p> | <p>ARBITRATION</p> <p>A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; <p>from the owner or operator of an uninsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration and to be bound by the results of that arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will:</p> <ol style="list-style-type: none"> 1. pay the expenses it incurs; and 2. bear the expenses of the third arbitrator equally. <p>C. Unless both parties agree otherwise, arbitration will take place in either of the following, at the election of the insured:</p> <ol style="list-style-type: none"> 1. the county and state where the insured resides; or 2. the county and state where the insured's cause of action against the operator or owner of the uninsured motor vehicle arose. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding. <p>D. We will reimburse an insured for any costs of arbitration over \$100. Costs will not include attorney fees or expenses incurred in the production of evidence</p> |

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|-----------------------------|----------------------|---|---|--|--|--|
| OREGON PERSONAL AUTO POLICY | SA-1852/OREP R1 4/08 | <p>6. For the first \$300 of the amount of property damage to each of your covered autos as the result of an accident involving a hit and- run vehicle as described in the definition of uninsured motor vehicle.</p> <p>7. For the first \$200 of the amount of property damage to each of your covered autos as the result of an accident involving other than a hit-and-run vehicle.</p> <p>A. The limit of liability shown in the Declarations for This coverage is our maximum limit of liability for all damages resulting from any one accident. Subject to this maximum, our limit of liability will be the lesser of:</p> <ol style="list-style-type: none"> 1. The actual cash value of the damaged property; or 2. The amount necessary to repair or replace the property. <p>This is the most we will pay regardless of the number of:</p> <ol style="list-style-type: none"> 1. Claims made; 2. Vehicles or premiums shown in the Declarations; or 3. Vehicles involved in the accident. <p>C. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:</p> <ol style="list-style-type: none"> 1. Part D of this policy; or 2. Any coverage similar to Part D under any other policy. | <p>C. A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Report the accident to the police or other Civil authority within seventy-two(72) hours or as soon as practicable if a hit-and-run driver is involved. You must file a statement, under oath, with us within 30 days after the accident setting forth the facts. 2. Promptly send us copies of the legal papers if a suit is brought. | <p>PROPERTY DAMAGE UNINSURED MOTORISTS COVERAGE INSURING AGREEMENT</p> <p>A. We will pay damages which you are legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident.</p> <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p> | <p>E. "Property damage" as used in this coverage means injury to or destruction of your covered auto.</p> <p>However, property damage does not include loss of use of your covered auto.</p> | <p>ARBITRATION</p> <p>A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; <p>from the owner or operator of an uninsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration and to be bound by the results of that arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will:</p> <ol style="list-style-type: none"> 1. pay the expenses it incurs; and 2. bear the expenses of the third arbitrator equally. <p>C. Unless both parties agree otherwise, arbitration will take place in either of the following, at the election of the insured:</p> <ol style="list-style-type: none"> 1. the county and state where the insured resides; or 2. the county and state where the insured's cause of action against the operator or owner of the uninsured motor vehicle arose. <p>Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.</p> <p>D. We will reimburse an insured for any costs of arbitration over \$100. Costs will not include attorney fees or expenses incurred in the production of evidence or witnesses or the making of transcripts.</p> |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
|-----------------------------|-------------------|--|--|--|--|--|
| OREGON PERSONAL AUTO POLICY | SA-1852/OREP 9/05 | <p>4. For the first \$300 of the amount of property damage to each of your covered autos as the result of an accident involving a hit-and-run vehicle as described in Section 3. of the definition of uninsured motor vehicle.</p> <p>5. For the first \$200 of the amount of property damage to each of your covered autos as the result of an accident involving other than a hit-and-run vehicle.</p> <p>A. The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for all damages resulting from any one accident. Subject to this maximum, our limit of liability will be the lesser of:</p> <ol style="list-style-type: none"> 1. The actual cash value of the damaged property; or 2. The amount necessary to repair or replace the property. <p>This is the most we will pay regardless of the number of:</p> <ol style="list-style-type: none"> 1. Claims made; 2. Vehicles or premiums shown in the Declarations; or 3. Vehicles involved in the accident. <p>C. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:</p> <ol style="list-style-type: none"> 1. Part D of this policy; or 2. Any coverage similar to Part D under any other policy. | <p>C. A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Promptly notify the police if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. | <p>PROPERTY DAMAGE UNINSURED MOTORISTS COVERAGE INSURING AGREEMENT</p> <p>A. We will pay damages which you are legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident.</p> <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle. Any judgment for damages arising out of a suit brought without our written consent is not binding on us.</p> | <p>B. "Property damage" as used in this coverage means injury to or destruction of your covered auto.</p> <p>However, property damage does not include loss of use of your covered auto.</p> | <p>ARBITRATION</p> <p>A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle, then the matter may be arbitrated. <p>However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration and to be bound by the results of that arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will:</p> <ol style="list-style-type: none"> 1. pay the expenses it incurs; and 2. bear the expenses of the third arbitrator equally. <p>C. Unless both parties agree otherwise, arbitration will take place in either of the following, at the election of the insured:</p> <ol style="list-style-type: none"> 1. the county and state where the Insured resides; or 2. the county and state where the insured's cause of action against the operator or owner of the uninsured motor vehicle arose. <p>Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.</p> <p>D. We will reimburse an insured for any costs of arbitration over \$100. Costs will not include attorney fees or expenses incurred in the production of evidence or witnesses or the making of transcripts.</p> |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
|-----------------------------|-------------------|--|--|---|---|--|
| OREGON PERSONAL AUTO POLICY | SA-1852/OREP 8/01 | <p>4. For the first \$300 of the amount of property damage to each of your covered autos as the result of an accident involving a hit and- run vehicle as described in Section 3. of the definition of uninsured motor vehicle.</p> <p>5. For the first \$200 of the amount of property damage to each of your covered autos as the result of an accident involving other than a hit-and-run vehicle.</p> <p>A. The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for all damages resulting from any one accident. Subject to this maximum, our limit of liability will be the lesser of:</p> <ol style="list-style-type: none"> 1. The actual cash value of the damaged property; or 2. The amount necessary to repair or replace the property. <p>This is the most we will pay regardless of the number of:</p> <ol style="list-style-type: none"> 1. Claims made; 2. Vehicles or premiums shown in the Declarations; or 3. Vehicles involved in the accident. <p>C. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:</p> <ol style="list-style-type: none"> 1. Part D of this policy; or 2. Any coverage similar to Part D under any other policy. | <p>C. A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Promptly notify the police if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. | <p>PROPERTY DAMAGE UNINSURED MOTORISTS COVERAGE INSURING AGREEMENT</p> <p>A. We will pay damages which you are legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident.</p> <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle. Any judgment for damages arising out of a suit brought without our written consent is not binding on us.</p> | <p>B. "Property damage" as used in this coverage means injury to or destruction of your covered auto. However, property damage does not include loss of use of your covered auto.</p> | <p>ARBITRATION</p> <p>A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; <p>from the owner or operator of an uninsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration and to be bound by the results of that arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will:</p> <ol style="list-style-type: none"> 1. pay the expenses it incurs; and 2. bear the expenses of the third arbitrator equally. <p>C. Unless both parties agree otherwise, arbitration will take place in either of the following, at the election of the insured:</p> <ol style="list-style-type: none"> 1. the county and state where the insured resides; or 2. the county and state where the insured's cause of action against the operator or owner of the uninsured motor vehicle arose. <p>Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.</p> <p>D. We will reimburse an insured for any costs of arbitration over \$100. Costs will not include attorney fees or expenses incurred in the production of evidence or witnesses or the making of transcripts.</p> |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
|-----------------------------|-------------------|--|---|---|--|---|
| OREGON PERSONAL AUTO POLICY | SA-1852/OREP 7/08 | <p>6. For the first \$300 of the amount of property damage to each of your covered autos as the result of an accident involving a hit-and-run vehicle as described in the definition of uninsured motor vehicle.</p> <p>7. For the first \$200 of the amount of property damage to each of your covered autos as the result of an accident involving other than a hit-and-run vehicle.</p> <p>A. The limit of liability shown in the Declarations for This coverage is our maximum limit of liability for all damages resulting from any one accident. Subject to this maximum, our limit of liability will be the lesser of:</p> <ol style="list-style-type: none"> 1. The actual cash value of the damaged property; or 2. The amount necessary to repair or replace the property. <p>This is the most we will pay regardless of the number of:</p> <ol style="list-style-type: none"> 1. Claims made; 2. Vehicles or premiums shown in the Declarations; or 3. Vehicles involved in the accident. <p>C. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:</p> <ol style="list-style-type: none"> 1. Part D — Coverage for Damage to Your Auto of this policy; or 2. Any coverage similar to Part D — Coverage for Damage to Your Auto under any other Policy. | <p>D. A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Report the accident to the police or other civil authority within seventy-two(72) hours or as soon as practicable if a hit-and-run driver is involved. You must file a statement, under oath, with us within 30 days after the accident setting forth the facts. 2. Promptly send us copies of the legal papers if a suit is brought. | <p>PROPERTY DAMAGE UNINSURED MOTORISTS COVERAGE INSURING AGREEMENT</p> <p>A. We will pay damages which you are legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident.</p> <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle. We will pay under this coverage only after the limits of liability under all applicable liability policies have been exhausted by payment of judgments or settlements.</p> | <p>E. "Property damage" as used in this coverage means injury to or destruction of your covered auto.</p> <p>However, property damage does not include loss of use of your covered auto.</p> | <p>ARBITRATION</p> <p>A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; <p>from the owner or operator of an uninsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under Property Damage Uninsured Motorists Coverage may not be arbitrated. Both parties must agree to arbitration and to be bound by the results of that arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will:</p> <ol style="list-style-type: none"> 1. pay the expenses it incurs; and 2. bear the expenses of the third arbitrator equally. <p>C. Unless both parties agree otherwise, arbitration will take place in either of the following, at the election of the insured:</p> <ol style="list-style-type: none"> 1. the county and state where the insured resides; or 2. the county and state where the insured's cause of action against the operator or owner of the uninsured motor vehicle arose. <p>Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.</p> <p>D. We will reimburse an insured for any costs of arbitration over \$100. Costs will not include attorney fees or expenses incurred in the production of evidence or witnesses or the making of transcripts.</p> |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
|-----------------------------|-------------------|--|--|---|--|---|
| OREGON PERSONAL AUTO POLICY | SA-1852/OREP 4/09 | <p>6. For the first \$300 of the amount of property damage to each of your covered autos as the result of an accident involving a hit-and-run vehicle as described in the definition of uninsured motor vehicle.</p> <p>7. For the first \$200 of the amount of property damage to each of your covered autos as the result of an accident involving other than a hit-and-run vehicle.</p> <p>A. The limit of liability shown in the Declarations for This coverage is our maximum limit of liability for all damages resulting from any one accident. Subject to this maximum, our limit of liability will be the lesser of:</p> <ol style="list-style-type: none"> 1. The actual cash value of the damaged property; or 2. The amount necessary to repair or replace the property. <p>This is the most we will pay regardless of the number of:</p> <ol style="list-style-type: none"> 1. Claims made; 2. Vehicles or premiums shown in the Declarations; or 3. Vehicles involved in the accident. <p>C. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:</p> <ol style="list-style-type: none"> 1. Part D—Coverage for Damage to Your Auto of this policy; or 2. Any coverage similar to Part D—Coverage for Damage to Your Auto under any other policy. | <p>D. A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Report the accident to the police or other civil authority within seventy-two (72) hours or as soon as practicable if a hit-and-run driver is involved. You must file a statement, under oath, with us within 30 days after the accident setting forth the facts. 2. Promptly send us copies of the legal papers if a suit is brought. | <p>PROPERTY DAMAGE UNINSURED MOTORISTS COVERAGE INSURING AGREEMENT</p> <p>A. We will pay damages which you are legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident.</p> <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle. We will pay under this coverage only after the limits of liability under all applicable liability policies have been exhausted by payment of judgments or settlements.</p> | <p>E. "Property damage" as used in this coverage means injury to or destruction of your covered auto.</p> <p>However, property damage does not include loss of use of your covered auto.</p> | <p>ARBITRATION</p> <p>A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; <p>from the owner or operator of an uninsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under Property Damage Uninsured Motorists Coverage may not be arbitrated. Both parties must agree to arbitration and to be bound by the results of that arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will:</p> <ol style="list-style-type: none"> 1. pay the expenses it incurs; and 2. bear the expenses of the third arbitrator equally. <p>C. Unless both parties agree otherwise, arbitration will take place in either of the following, at the election of the insured:</p> <ol style="list-style-type: none"> 1. the county and state where the insured resides; or 2. the county and state where the insured's cause of action against the operator or owner of the uninsured motor vehicle arose. <p>Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.</p> <p>D. We will reimburse an insured for any costs of arbitration over \$100. Costs will not include attorney fees or expenses incurred in the production of evidence or witnesses or the making of transcripts.</p> |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
|-----------------------------|-------------------|--|---|---|--|--|
| OREGON PERSONAL AUTO POLICY | SA-1852/OREP 1/08 | <p>6. For the first \$300 of the amount of property damage to each of your covered autos as the result of an accident involving a hit and- run vehicle as described in the definition of uninsured motor vehicle.</p> <p>7. For the first \$200 of the amount of property damage to each of your covered autos as the result of an accident involving other than a hit-and-run vehicle.</p> <p>A. The limit of liability shown in the Declarations for This coverage is our maximum limit of liability for all damages resulting from any one accident. Subject to this maximum, our limit of liability will be the lesser of:</p> <ol style="list-style-type: none"> 1. The actual cash value of the damaged property; or 2. The amount necessary to repair or replace the property. <p>This is the most we will pay regardless of the number of:</p> <ol style="list-style-type: none"> 1. Claims made; 2. Vehicles or premiums shown in the Declarations; or 3. Vehicles involved in the accident. <p>C. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:</p> <ol style="list-style-type: none"> 1. Part D of this policy; or 2. Any coverage similar to Part D under any other policy. | <p>C. A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Report the accident to the police or other civil authority within seventy-two(72) hours or as soon as practicable if a hit-and-run driver is involved. <p>You must file a statement, under oath, with us within 30 days after the accident setting forth the facts.</p> <ol style="list-style-type: none"> 2. Promptly send us copies of the legal papers if a suit is brought. | <p>PROPERTY DAMAGE UNINSURED MOTORISTS COVERAGE INSURING AGREEMENT</p> <p>A. We will pay damages which you are legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident.</p> <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle. We will pay under this coverage only after the limits of liability under all applicable liability policies have been exhausted by payment of judgments or settlements.</p> | <p>E. "Property damage" as used in this coverage means injury to or destruction of your covered auto.</p> <p>However, property damage does not include loss of use of your covered auto.</p> | <p>ARBITRATION</p> <p>A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; <p>from the owner or operator of an uninsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration and to be bound by the results of that arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will:</p> <ol style="list-style-type: none"> 1. pay the expenses it incurs; and 2. bear the expenses of the third arbitrator equally. <p>C. Unless both parties agree otherwise, arbitration will take place in either of the following, at the election of the insured:</p> <ol style="list-style-type: none"> 1. the county and state where the Insured resides; or 2. the county and state where the insured's cause of action against the operator or owner of the uninsured motor vehicle arose. <p>Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.</p> <p>D. We will reimburse an insured for any costs of arbitration over \$100. Costs will not include attorney fees or expenses incurred in the production of evidence or witnesses or the making of transcripts.</p> |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
|-----------------------------|-------------------|--|--|---|--|--|
| OREGON PERSONAL AUTO POLICY | SA-1852/OREP 1/06 | <p>4. For the first \$300 of the amount of property damage to each of your covered autos as the result of an accident involving a hit and- run vehicle as described in Section 3. of the definition of uninsured motor vehicle.</p> <p>5. For the first \$200 of the amount of property damage to each of your covered autos as the result of an accident involving other than a hit-and-run vehicle.</p> <p>A. The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for all damages resulting from any one accident. Subject to this maximum, our limit of liability will be the lesser of:</p> <ol style="list-style-type: none"> 1. The actual cash value of the damaged property; or 2. The amount necessary to repair or replace the property. <p>This is the most we will pay regardless of the number of:</p> <ol style="list-style-type: none"> 1. Claims made; 2. Vehicles or premiums shown in the Declarations; or 3. Vehicles involved in the accident. <p>C. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:</p> <ol style="list-style-type: none"> 1. Part D of this policy; or 2. Any coverage similar to Part D under any other policy. | <p>C. A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Promptly notify the police if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. | <p>PROPERTY DAMAGE UNINSURED MOTORISTS COVERAGE INSURING AGREEMENT</p> <p>A. We will pay damages which you are legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident.</p> <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle. Any judgment for damages arising out of a suit brought without our written consent is not binding on us.</p> | <p>B. "Property damage" as used in this coverage means injury to or destruction of your covered auto.</p> <p>However, property damage does not include loss of use of your covered auto.</p> | <p>ARBITRATION</p> <p>A. If we and an Insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that Insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that Insured; <p>from the owner or operator of an uninsured motor vehicle, then the matter may be arbitrated.</p> <p>However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration and to be bound by the results of that arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will:</p> <ol style="list-style-type: none"> 1. pay the expenses it incurs; and 2. bear the expenses of the third arbitrator equally. <p>C. Unless both parties agree otherwise, arbitration will take place in either of the following, at the election of the insured:</p> <ol style="list-style-type: none"> 1. the county and state where the insured resides; or 2. the county and state where the insured's cause of action against the operator or owner of the uninsured motor vehicle arose. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding. <p>D. We will reimburse an insured for any costs of arbitration over \$100. Costs will not include attorney fees or expenses incurred in the production of evidence or witnesses or the making of transcripts.</p> |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
|-----------------------------|-------------------|--|--|---|--|--|
| OREGON PERSONAL AUTO POLICY | SA-1852/OREP 1/04 | <p>4. For the first \$300 of the amount of property damage to each of your covered autos as the result of an accident involving a hit and- run vehicle as described in Section 3. of the definition of uninsured motor vehicle.</p> <p>5. For the first \$200 of the amount of property damage to each of your covered autos as the result of an accident involving other than a hit-and-run vehicle.</p> <p>A. The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for all damages resulting from any one accident. Subject to this maximum, our limit of liability will be the lesser of:</p> <ol style="list-style-type: none"> 1. The actual cash value of the damaged property; or 2. The amount necessary to repair or replace the property. <p>This is the most we will pay regardless of the number of:</p> <ol style="list-style-type: none"> 1. Claims made; 2. Vehicles or premiums shown in the Declarations; or 3. Vehicles involved in the accident. <p>C. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:</p> <ol style="list-style-type: none"> 1. Part D of this policy; or 2. Any coverage similar to Part D under any other policy. | <p>C. A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Promptly notify the police if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. | <p>PROPERTY DAMAGE UNINSURED MOTORISTS COVERAGE INSURING AGREEMENT</p> <p>A. We will pay damages which you are legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident.</p> <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle. Any judgment for damages arising out of a suit brought without our written consent is not binding on us.</p> | <p>B. "Property damage" as used in this coverage means injury to or destruction of your covered auto.</p> <p>However, property damage does not include loss of use of your covered auto.</p> | <p>ARBITRATION</p> <p>A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle, then the matter may be arbitrated. <p>However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration and to be bound by the results of that arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will:</p> <ol style="list-style-type: none"> 1. pay the expenses it incurs; and 2. bear the expenses of the third arbitrator equally. <p>C. Unless both parties agree otherwise, arbitration will take place in either of the following, at the election of the insured:</p> <ol style="list-style-type: none"> 1. the county and state where the insured resides; or 2. the county and state where the insured's cause of action against the operator or owner of the uninsured motor vehicle arose. <p>Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.</p> <p>D. We will reimburse an insured for any costs of arbitration over \$100. Costs will not include attorney fees or expenses incurred in the production of evidence or witnesses or the making of transcripts.</p> |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
|-------------------------------------|-------------------|---|--|---|---|--|
| SOUTH CAROLINA PERSONAL AUTO POLICY | SA-1714/SCEP 1/05 | <p>5. For the first \$200 of the amount of property damage to the property of each insured as the result of any one accident.</p> <p>3. Our maximum limit of liability for all property damage resulting from that accident is the sum of the limits of liability shown in the Declarations for "each accident" for Property Damage Liability Uninsured Motorists Coverage.</p> <p>F. Any amounts otherwise payable for damages which the insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of bodily injury or property damage caused by an accident shall be reduced by all sums:</p> <p>2. Paid because of the property damage under Part D of the policy or any similar coverage under any other policy.</p> <p>B. With respect to property damage, this insurance shall apply only after the limits of any other collectible insurance applicable to the damaged property have been exhausted.</p> | <p>C. A person seeking Uninsured Motorists Coverage must also:</p> <p>1. Promptly notify the police if a hit-and-run driver is involved.</p> <p>2. Promptly send us copies of the legal papers if a suit is brought.</p> | <p>UNDERINSURED MOTORISTS COVERAGE INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an under insured motor vehicle because of:</p> <p>1. Bodily injury sustained by an insured and caused by an accident; and</p> <p>2. Property damage caused by an accident.</p> <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the underinsured motor vehicle.</p> <p>We will pay under this coverage only after the limits of liability under any applicable liability bonds or policies have been exhausted by payment of judgments or settlements.</p> | <p>C. "Property damage" as used in this coverage means injury to or destruction of your covered auto. However, property damage does not include damage to property owned by the insured while contained in your covered auto.</p> | None. |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
|-------------------------------------|-------------------|---|--|---|---|--|
| SOUTH CAROLINA PERSONAL AUTO POLICY | SA-1714/SCEP 3/02 | <p>5. For the first \$200 of the amount of property damage to the property of each insured as the result of any one accident.</p> <p>3. Our maximum limit of liability for all property damage resulting from that accident is the sum of the limits of liability shown in the Declarations for "each accident" for Property Damage Liability Uninsured Motorists Coverage.</p> <p>E. Any amounts otherwise payable for damages which the insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of bodily injury or property damage caused by an accident shall be reduced by all sums:</p> <p>2. Paid because of the property damage under Part D of the policy or any similar coverage under any other policy.</p> <p>B. With respect to property damage, this insurance shall apply only after the limits of any other collectible insurance applicable to the damaged property have been exhausted.</p> | <p>C. A person seeking Uninsured Motorists Coverage must also:</p> <p>1. Promptly notify the police if a hit-and-run driver is involved.</p> <p>2. Promptly send us copies of the legal papers if a suit is brought.</p> | <p>UNDERINSURED MOTORISTS COVERAGE INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an underinsured motor vehicle because of:</p> <p>1. Bodily injury sustained by an insured and caused by an accident; and</p> <p>2. Property damage caused by an accident.</p> <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the underinsured motor vehicle.</p> <p>We will pay under this coverage only after the limits of liability under any applicable liability bonds or policies have been exhausted by payment of judgments or settlements.</p> | <p>C. "Property damage" as used in this coverage means injury to or destruction of your covered auto. However, property damage does not include damage to property owned by the insured while contained in your covered auto.</p> | None. |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
|-------------------------------------|-------------------|---|--|---|---|--|
| SOUTH CAROLINA PERSONAL AUTO POLICY | SA-1852/SCEP 8/06 | <p>7. For the first \$200 of the amount of property damage to the property of each insured as the result of any one accident.</p> <p>3. Our maximum limit of liability for all property damage resulting from that accident is the sum of the limits of liability shown in the Declarations for "each accident" for Property Damage Liability Uninsured Motorists Coverage.</p> <p>F. Any amounts otherwise payable for damages which the insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of bodily injury or property damage caused by an accident shall be reduced by all sums:</p> <p>2. Paid because of the property damage under Part D of the policy or any similar coverage under any other policy.</p> <p>B. With respect to property damage, this insurance shall apply only after the limits of any other collectible insurance applicable to the damaged property have been exhausted.</p> | <p>C. A person seeking Uninsured Motorists Coverage must also:</p> <p>1. Report the accident to the police or other civil authority within twenty-four (24) hours or as soon as practicable if a hit-and-run driver is involved.</p> <p>2. Promptly send us copies of the legal papers if a suit is brought.</p> | <p>INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of:</p> <p>1. Bodily injury sustained by an insured and caused by an accident; and</p> <p>2. Property damage caused by an accident.</p> <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p> | C. "Property damage" as used in this Part means injury to or destruction of the property of an insured. | None. |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
|-------------------------------------|-------------------|---|---|---|---|--|
| SOUTH CAROLINA PERSONAL AUTO POLICY | SA-1852/SCEP 2/00 | <p>5. For the first \$200 of the amount of property damage to the property of each insured as the result of any one accident.</p> <p>3. Our maximum limit of liability for all property damage resulting from that accident is the sum of the limits of liability shown in the Declarations for "each accident" for Property Damage Liability Uninsured Motorists Coverage.</p> <p>E. Any amounts otherwise payable for damages which the insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of bodily injury or property damage caused by an accident shall be reduced by all sums:</p> <p>2. Paid because of the property damage under Part D of the policy or any similar coverage under any other policy.</p> <p>B. With respect to property damage, this insurance shall apply only after the limits of any other collectible insurance applicable to the damaged property have been exhausted.</p> | <p>A person seeking Uninsured Motorists Coverage must also:</p> <p>1. Promptly notify the police if a hit-and-run driver is involved.</p> <p>2. Promptly send us copies of the legal papers if a suit is brought.</p> | <p>INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of:</p> <p>1. Bodily injury sustained by an insured and caused by an accident; and</p> <p>2. Property damage caused by an accident. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p> | C. "Property damage" as used in this Part means injury to or destruction of the property of an insured. | None. |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
|-------------------------------------|-------------------|---|--|---|---|--|
| SOUTH CAROLINA PERSONAL AUTO POLICY | SA-1852/SCEP 1/05 | <p>5. For the first \$200 of the amount of property damage to the property of each insured as the result of any one accident.</p> <p>3. Our maximum limit of liability for all property damage resulting from that accident is the sum of the limits of liability shown in the Declarations for "each accident" for Property Damage Liability Uninsured Motorists Coverage.</p> <p>F. Any amounts otherwise payable for damages which the insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of bodily injury or property damage caused by an accident shall be reduced by all sums:</p> <p>2. Paid because of the property damage under Part D of the policy or any similar coverage under any other policy.</p> <p>B. With respect to property damage, this insurance shall apply only after the limits of any other collectible insurance applicable to the damaged property have been exhausted.</p> | <p>C. A person seeking Uninsured Motorists Coverage must also:</p> <p>1. Promptly notify the police if a hit-and-run driver is involved.</p> <p>2. Promptly send us copies of the legal papers if a suit is brought.</p> | <p>INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of:</p> <p>1. Bodily injury sustained by an insured and caused by an accident; and</p> <p>2. Property damage caused by an accident.</p> <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p> | C. "Property damage" as used in this Part means injury to or destruction of the property of an insured. | None. |
| SOUTH CAROLINA PERSONAL AUTO POLICY | SA-1852/SCEP 1/07 | <p>7. For the first \$200 of the amount of property damage to the property of each insured as the result of any one accident.</p> <p>3. Our maximum limit of liability for all property damage resulting from that accident is the sum of the limits of liability shown in the Declarations for "each accident" for Property Damage Liability Uninsured Motorists Coverage.</p> <p>F. Any amounts otherwise payable for damages which the insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of bodily injury or property damage caused by an</p> | <p>C. A person seeking Uninsured Motorists Coverage must also:</p> <p>1. Report the accident to the police or other civil authority within twenty-four (24) hours or as soon as practicable if a hit-and-run driver is involved.</p> <p>2. Promptly send us copies of the legal papers if a suit is brought.</p> | <p>INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of:</p> <p>1. Bodily injury sustained by an insured and caused by an accident; and</p> <p>2. Property damage caused by an accident.</p> <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p> | C. "Property damage" as used in this Part means injury to or destruction of the property of an insured. | None. |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
|-----------------|------------------|---|--|---|--|--|
| | | <p>accident shall be reduced by all sums:</p> <p>2. Paid because of the property damage under Part D of the policy or any similar coverage under any other policy.</p> <p>B. With respect to property damage, this insurance shall apply only after the limits of any other collectible insurance applicable to the damaged property have been exhausted.</p> | | | | |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
|-----------------------------------|-------------------|---|---|---|---|--|
| SOUTH DAKOTA PERSONAL AUTO POLICY | SA-1714/SDEP 5/02 | <p>DEDUCTIBLES The following will be deducted from the amount of property damage resulting from any one accident:</p> <ol style="list-style-type: none"> \$300 if the accident is caused by a hit-and-run vehicle or a vehicle which has no physical contact with your covered auto. \$100 in all other cases. <p>A. The limit of liability shown in the Declarations for Uninsured Motorists Property Damage is our maximum limit of liability for all property damage sustained in any one accident.</p> <p>2. For any property damage to which the Collision Coverage of this policy (or similar coverage from another policy) and this coverage both apply, you may choose the coverage from which damages will be paid. You may recover under both coverages, but only if:</p> <ol style="list-style-type: none"> neither one by itself is sufficient to cover the loss; and you will not recover more than the actual damages, less the applicable deductible. <p>3. With respect to all other property, this coverage shall be excess over any other collectible insurance.</p> | <p>C. A person seeking Uninsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> Promptly notify the police if a hit-and-run driver is involved. Promptly send us copies of the legal papers if a suit is brought. | <p>UNINSURED MOTORISTS COVERAGE — PROPERTY DAMAGE INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident if the Declarations indicates that Uninsured Motorists Property Damage applies. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p> | <p>C. "Property damage" as used in this coverage means injury to, destruction of or loss of use of:</p> <ol style="list-style-type: none"> Your covered auto. Any property owned by an insured. Any property owned by you or any family member while contained in any auto not owned, but being operated, by you or any family member. | None. |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
|-----------------------------------|-------------------|---|--|--|---|--|
| SOUTH DAKOTA PERSONAL AUTO POLICY | SA-1714/SDEP 5/05 | <p>DEDUCTIBLES The following will be deducted from the amount of property damage resulting from any one accident:</p> <p>1. \$300 if the accident is caused by a hit-and-run vehicle or a vehicle which has no physical contact with your covered auto.</p> <p>2. \$100 in all other cases.</p> <p>A. The limit of liability shown in the Declarations for Uninsured Motorists Property Damage is our maximum limit of liability for all property damage sustained in any one accident.</p> <p>2. For any property damage to which the Collision Coverage of this policy (or similar coverage from another policy) and this coverage both apply, you may choose the coverage from which damages will be paid. You may recover under both coverages, but only if:</p> <p>a. neither one by itself is sufficient to cover the loss; and</p> <p>b. you will not recover more than the actual damages, less the applicable deductible.</p> <p>3. With respect to all other property, this coverage shall be excess over any other collectible insurance.</p> | <p>C. A person seeking Uninsured Motorists Coverage must also:</p> <p>1. Promptly notify the police if a hit-and-run driver is involved.</p> <p>2. Promptly send us copies of the legal papers if a suit is brought.</p> | <p>UNINSURED MOTORISTS COVERAGE — PROPERTY DAMAGE INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident if the Declarations indicates that Uninsured Motorists Property Damage applies.</p> <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p> | <p>C. "Property damage" as used in this coverage means injury to, destruction of or loss of use of:</p> <p>1. Your covered auto.</p> <p>2. Any property owned by an insured.</p> <p>3. Any property owned by you or any family member while contained in any auto not owned, but being operated, by you or any family member.</p> | None. |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
|-----------------------------------|----------------------|---|---|--|---|--|
| SOUTH DAKOTA PERSONAL AUTO POLICY | SA-1852/SDEP R1 8/06 | <p>DEDUCTIBLES The following will be deducted from the amount of property damage resulting from any one accident:</p> <ol style="list-style-type: none"> \$300 if the accident is caused by a hit-and-run vehicle or a vehicle which has no physical contact with your covered auto. \$100 in all other cases. <p>A. The limit of liability shown in the Declarations for Uninsured Motorists Property Damage is our maximum limit of liability for all property damage sustained in any one accident.</p> <p>2. For any property damage to which the Collision Coverage of this policy (or similar coverage from another policy) and this coverage both apply, you may choose the coverage from which damages will be paid. You may recover under both coverages, but only if:</p> <ol style="list-style-type: none"> neither one by itself is sufficient to cover the loss; and you will not recover more than the actual damages, less the applicable deductible. <p>3. With respect to all other property, this coverage shall be excess over any other collectible insurance.</p> | <p>C. A person seeking Uninsured Motorists Coverage Or Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> Report the accident to the police or other Civil authority within seventy-two(72) hours or as soon as practicable if a hit-and-run driver is involved. Promptly send us copies of the legal papers if a suit is brought. | <p>UNINSURED MOTORISTS COVERAGE — PROPERTY DAMAGE INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident if the Declarations indicates that Uninsured Motorists Property Damage applies.</p> <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p> | <p>C. "Property damage" as used in this coverage means injury to, destruction of or loss of use of:</p> <ol style="list-style-type: none"> Your covered auto. Any property owned by an insured. Any property owned by you or any family member while contained in any auto not owned, but being operated, by you or any family member. | None. |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
|-----------------------------------|----------------------|---|--|---|--|--|
| SOUTH DAKOTA PERSONAL AUTO POLICY | SA-1852/SDEP R1 7/08 | <p>DEDUCTIBLES The following will be deducted from the amount of property damage resulting from any one accident:</p> <ol style="list-style-type: none"> 1. \$300 if the accident is caused by a hit-and-run vehicle or a vehicle which has no physical contact with your covered auto. 2. \$100 in all other cases. <p>A. The limit of liability shown in the Declarations for Uninsured Motorists Property Damage is our maximum limit of liability for all property damage sustained in any one accident.</p> <p>2. For any property damage to which the Collision Coverage of this policy (or similar coverage from another policy) and this coverage both apply, you may choose the coverage from which damages will be paid. You may recover under both coverages, but only if:</p> <ol style="list-style-type: none"> a. neither one by itself is sufficient to cover the loss; and b. you will not recover more than the actual damages, less the applicable deductible. <p>3. With respect to all other property, this coverage shall be excess over any other collectible insurance.</p> | <p>C. A person seeking Uninsured Motorists Coverage or Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Report the accident to the police or other civil authority within seventy-two (72) hours or as soon as practicable if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. | <p>UNINSURED MOTORISTS COVERAGE — PROPERTY DAMAGE INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident if the Declarations Indicate that Uninsured Motorists Property Damage applies.</p> <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p> | <p>C. "Property damage" as used in this coverage means injury to, destruction of or loss of use of:</p> <ol style="list-style-type: none"> 1. Your covered auto. 2. Any property owned by an insured. 3. Any property owned by you or any family member while contained in any auto not owned, but being operated, by you or any family member. | None. |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
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| SOUTH DAKOTA PERSONAL AUTO POLICY | SA-1852/SDEP 1/02 | <p>DEDUCTIBLES The following will be deducted from the amount of property damage resulting from any one accident:</p> <p>1. \$300 if the accident is caused by a hit-and-run vehicle or a vehicle which has no physical contact with your covered auto.</p> <p>2. \$100 in all other cases.</p> <p>A. The limit of liability shown in the Declarations for Uninsured Motorists Property Damage is our maximum limit of liability for all property damage sustained in any one accident.</p> <p>2. For any property damage to which the Collision Coverage of this policy (or similar coverage from another policy) and this coverage both apply, you may choose the coverage from which damages will be paid. You may recover under both coverages, but only if:</p> <p>a. neither one by itself is sufficient to cover the loss; and</p> <p>b. you will not recover more than the actual damages, less the applicable deductible.</p> <p>3. With respect to all other property, this coverage shall be excess over any other collectible insurance.</p> | <p>C. A person seeking Uninsured Motorists Coverage must also:</p> <p>1. Promptly notify the police if a hit-and-run driver is involved.</p> <p>2. Promptly send us copies of the legal papers if a suit is brought.</p> | <p>UNINSURED MOTORISTS COVERAGE — PROPERTY DAMAGE INSURING AGREEMENT</p> <p>A. We will pay damages which an Insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident if the Declarations indicates that Uninsured Motorists Property Damage applies. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p> | <p>C. "Property damage" as used in this coverage means injury to, destruction of or loss of use of:</p> <p>1. Your covered auto.</p> <p>2. Any property owned by an insured.</p> <p>3. Any property owned by you or any family member while contained in any auto not owned, but being operated, by you or any family member.</p> | None. |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
|-----------------------------------|-------------------|---|---|---|---|--|
| SOUTH DAKOTA PERSONAL AUTO POLICY | SA-1852/SDEP 7/09 | <p>DEDUCTIBLES The following will be deducted from the amount of property damage resulting from any one accident:</p> <ol style="list-style-type: none"> \$300 if the accident is caused by a hit-and-run vehicle or a vehicle which has no physical contact with your covered auto. \$100 in all other cases. <p>A. The limit of liability shown in the Declarations for Uninsured Motorists Property Damage is our maximum limit of liability for all property damage sustained in any one accident.</p> <p>2. For any property damage to which the Collision Coverage of this policy (or similar coverage from another policy) and this coverage both apply, you may choose the coverage from which damages will be paid. You may recover under both coverages, but only if:</p> <ol style="list-style-type: none"> neither one by itself is sufficient to cover the loss; and you will not recover more than the actual damages, less the applicable deductible. <p>3. With respect to all other property, this coverage shall be excess over any other collectible insurance.</p> | <p>C. A person seeking Uninsured Motorists Coverage Or Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> Report the accident to the police or other Civil authority within seventy-two(72) hours or as soon as practicable if a hit-and-run driver is involved. Promptly send us copies of the legal papers if a suit is brought. | <p>UNINSURED MOTORISTS COVERAGE — PROPERTY DAMAGE INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident if the Declarations Indicates that Uninsured Motorists Property Damage applies. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p> | <p>C. "Property damage" as used in this coverage means injury to, destruction of or loss of use of:</p> <ol style="list-style-type: none"> Your covered auto. Any property owned by an Insured. Any property owned by you or any family member while contained in any auto not owned, but being operated, by you or any family member. | None. |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
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| SOUTH DAKOTA PERSONAL AUTO POLICY | SA-1852/SDEP 5/05 | <p>DEDUCTIBLES The following will be deducted from the amount of property damage resulting from any one accident:</p> <ol style="list-style-type: none"> \$300 if the accident is caused by a hit-and-run vehicle or a vehicle which has no physical contact with your covered auto. \$100 in all other cases. <p>A. The limit of liability shown in the Declarations for Uninsured Motorists Property Damage is our maximum limit of liability for all property damage sustained in any one accident.</p> <p>2. For any property damage to which the Collision Coverage of this policy (or similar coverage from another policy) and this coverage both apply, you may choose the coverage from which damages will be paid. You may recover under both coverages, but only if:</p> <ol style="list-style-type: none"> neither one by itself is sufficient to cover the loss; and you will not recover more than the actual damages, less the applicable deductible. <p>3. With respect to all other property, this coverage shall be excess over any other collectible insurance.</p> | <p>C. A person seeking Uninsured Motorists coverage must also:</p> <ol style="list-style-type: none"> Promptly notify the police if a hit-and-run driver is involved. Promptly send us copies of the legal papers if a suit is brought. | <p>UNINSURED MOTORISTS COVERAGE — PROPERTY DAMAGE INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident if the Declarations indicates that Uninsured Motorists Property Damage applies. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p> | <p>C. "Property damage" as used in this coverage means injury to, destruction of or loss of use of:</p> <ol style="list-style-type: none"> Your covered auto. Any property owned by an insured. Any property owned by you or any family member while contained in any auto not owned, but being operated, by you or any family member. | None. |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
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| TENNESSEE SPECIALTY AUTOMOBILE POLICY | SA-1768/TNEP 3/01 | <p>5. For the first \$200 of the amount of property damage to the property of each insured as the result of any one accident. This exclusion (A.5.) does not apply if:</p> <p>a. we insure your covered auto for both collision and uninsured motorists property damage coverage; and</p> <p>b. the operator of the uninsured motor vehicle is positively identified and is solely at fault.</p> <p>The limit of Property Damage Liability shown in the Declarations for each accident for Uninsured Motorists Coverage is our maximum limit of liability for all property damage resulting from any one accident. This is the most we will pay regardless of the number of:</p> <p>1. Insureds;</p> <p>2. Claims made;</p> <p>3. Vehicles or premiums shown in the Declarations; or</p> <p>4. Vehicles involved in the accident.</p> <p>C. No payment will be made for loss paid or payable to the insured under Part D of the policy.</p> | <p>C. A person seeking Uninsured Motorists Coverage must also:</p> <p>1. Promptly notify the police if a hit-and-run driver is involved.</p> <p>2. Promptly send us copies of the legal papers if a suit is brought.</p> | <p>INSURING AGREEMENT</p> <p>A. We will pay compensatory damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of:</p> <p>1. Bodily injury sustained by an insured and caused by an accident; and</p> <p>2. Property damage caused by an accident if the Declarations indicate that both bodily injury and property damage Uninsured Motorists Coverage applies. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p> <p>We will pay under this coverage only after the limits of liability under any applicable liability bonds or policies have been exhausted by payment of judgments or settlements.</p> <p>Any judgment for damages arising out of a suit brought without our written consent is not binding on us.</p> | <p>C. "Property damage" as used in this part means injury to or destruction of:</p> <p>1. Your covered auto.</p> <p>2. Any property owned by a person listed in 1. or 2. of an insured while contained in your covered auto.</p> | <p>ARBITRATION IN THE EVENT OF OUR CONSENT TO A FULL LIMITS SETTLEMENT OFFER FROM A LIABLE PARTY</p> <p>The following provision applies with respect to arbitration proceedings that are subject to the requirements of the Tennessee Uninsured Motorists Coverage statute regarding a full limits settlement offer from a liable party:</p> <p>A. If a tentative settlement is made between an insured and the insurer, owner or operator of the uninsured motor vehicle for the full limits of all liability policies or bonds available to the party on whose behalf the tentative settlement is made, and:</p> <p>1. We receive written notice from the insured, sent certified mail return receipt requested or by some other method with written verification, of the insured's:</p> <p>a. Intent to accept the offer thereby releasing the party on whose behalf the offer is made; and</p> <p>b. Agreement to submit the uninsured motorists claim to binding arbitration;</p> <p>2. We receive written notice from the insurer of the uninsured motor vehicle, sent certified mail return receipt requested or by some other method with written verification, of the offer, and such insurer:</p> <p>a. Provides verification of coverage upon request; and</p> <p>b. Confirms to us that the owner or operator of the uninsured motor vehicle agrees to cooperate in connection with the arbitration of the uninsured motorists claim; and</p> <p>3. We consent to the tentative settlement in writing, sent certified mail return receipt requested or by some other method with written verification; within 30 days from receipt of both notices described in Paragraphs 1. and 2. above, thereby waiving our</p> |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
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| | | | | | | <p>right to recover payment from the owner or operator of an uninsured motor vehicle in exchange for their written agreement to cooperate in connection with the arbitration; then all issues of tort liability and damages arising out of the ownership, maintenance or use of the uninsured motor vehicle shall be arbitrated. However, if the settlement does not release all parties alleged to be liable to the insured, arbitration of the uninsured motorist claim shall not be conducted until all such parties have been fully and finally disposed by settlement, final judgment or otherwise.</p> <p>Disputes concerning coverage under this Part may not be arbitrated and shall be decided by a court of competent jurisdiction.</p> <p>B. An arbitrator shall be selected by agreement of the parties. If they cannot agree on an arbitrator, either party may request a judge of a court of record in the county in which the arbitration is pending to designate three potential arbitrators. The parties shall then agree upon one of the three arbitrators so designated.</p> <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the Insured lives. Rules of law as to procedure and evidence applicable to the state courts where the arbitration is being conducted will apply.</p> <p>D. Expenses will be paid as follows:</p> <ol style="list-style-type: none"> 1. Except for the arbitrator's fee, each party will pay for the expenses it incurs. 2. If the arbitrator's award is: <ol style="list-style-type: none"> a. Less than or equal to the total amount collected by the insured by way of settlements or judgments plus the amount of any settlement offer made by us at least 15 days prior to the arbitration, the insured will pay the arbitrator's fee. b. Greater than the total amount collected by the |

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| | | | | | | insured by way of settlements or judgments plus the amount of any settlement offer made by us at least 15 days prior to the arbitration, we will pay the arbitrator's fee. E. Any decision made by the arbitrator will be binding. |
| TENNESSEE PERSONAL AUTO POLICY | SA-2522/TNEP R1 6/03 | <p>5. For the first \$200 of the amount of property damage to the property of each insured as the result of any one accident. This exclusion (A.5.) does not apply if:</p> <p>a. we insure your covered auto for both collision and uninsured motorists property damage coverage; and</p> <p>b. the operator of the uninsured motor vehicle is positively identified and is solely at fault.</p> <p>The limit of Property Damage Liability shown in the Declarations for each accident for Uninsured Motorists Coverage is our maximum limit of liability for all property damage resulting from any one accident. This is the most we will pay regardless of the number of:</p> <p>1. Insureds;</p> <p>2. Claims made;</p> <p>3. Vehicles or premiums shown in the Declarations; or</p> <p>4. Vehicles involved in the accident.</p> <p>C. No payment will be made for loss paid or payable to the insured under Part D of the policy.</p> | <p>C. A person seeking Uninsured or Underinsured Motorists Coverage must also:</p> <p>1. Promptly notify the police if a hit-and-run driver is involved.</p> <p>2. Promptly send us copies of the legal papers if a suit is brought.</p> | <p>INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of:</p> <p>1. Bodily injury sustained by an insured and caused by an accident; and</p> <p>2. Property damage caused by an accident if the Declarations indicate that both Bodily Injury and Property Damage Uninsured Motorists Coverage applies.</p> <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p> | <p>C. "Property damage" as used in this Part means injury to or destruction of:</p> <p>1. Your covered auto.</p> <p>2. Any property owned by a person listed in 1. or 2. of an insured while contained in your covered auto</p> | <p>ARBITRATION OF OTHER DISPUTES BETWEEN AN "INSURED" AND US</p> <p>The following provisions apply with respect to arbitration proceedings that are NOT subject to the requirements of the Tennessee Uninsured Motorists Coverage statute regarding a full limits settlement offer from a liable party:</p> <p>A. If we and an insured do not agree:</p> <p>1. Whether that insured is legally entitled to recover damages; or</p> <p>2. As to the amount of damages which are recoverable by that insured;</p> <p>from the owner or operator of an uninsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated.</p> <p>Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will:</p> <p>1. Pay the expenses it incurs; and</p> <p>2. Bear the expenses of the third arbitrator equally.</p> <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:</p> <p>1. Whether the insured is legally entitled to recover damages; and</p> <p>2. The amount of damages. This applies only if the amount does not</p> |

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| | | | | | | exceed the minimum limit for liability specified by the financial responsibility law of Tennessee. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding. |
| TENNESSEE PERSONAL AUTO POLICY | SA-2522/TNEP 5/05 | <p>5. For the first \$200 of the amount of property damage to the property of each insured as the result of any one accident. This exclusion (A.5.) does not apply if:</p> <p>a. we insure your covered auto for both collision and uninsured motorists property damage coverage; and</p> <p>b. the operator of the uninsured motor vehicle is positively identified and is solely at fault.</p> <p>The limit of Property Damage Liability shown in the Declarations for each accident for Uninsured Motorists Coverage is our maximum limit of liability for all property damage resulting from any one accident. This is the most we will pay regardless of the number of:</p> <p>1. Insureds;</p> <p>2. Claims made;</p> <p>3. Vehicles or premiums shown in the Declarations; or</p> <p>4. Vehicles involved in the accident.</p> <p>D. No payment will be made for loss paid or payable to the insured under Part D of the policy.</p> | <p>C. A person seeking Uninsured or Underinsured Motorists Coverage must also:</p> <p>1. Promptly notify the police if a hit-and-run driver is involved.</p> <p>2. Promptly send us copies of the legal papers if a suit is brought.</p> | <p>INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of:</p> <p>1. Bodily injury sustained by an insured and caused by an accident; and</p> <p>2. Property damage caused by an accident if the Declarations indicate that both Bodily Injury and Property Damage Uninsured Motorists Coverage applies.</p> <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p> | <p>C. "Property damage" as used in this Part means injury to or destruction of:</p> <p>1. Your covered auto.</p> <p>2. Any property owned by a person listed in 1. or 2. of an insured while contained in your covered auto.</p> | <p>ARBITRATION OF OTHER DISPUTES BETWEEN AN "INSURED" AND US</p> <p>The following provisions apply with respect to arbitration proceedings that are NOT subject to the requirements of the Tennessee Uninsured Motorists Coverage statute regarding a full limits settlement offer from a liable party:</p> <p>A. If we and an insured do not agree:</p> <p>1. Whether that insured is legally entitled to recover damages; or</p> <p>2. As to the amount of damages which are recoverable by that insured;</p> <p>from the owner or operator of an uninsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will:</p> <p>1. Pay the expenses it incurs; and</p> <p>2. Bear the expenses of the third arbitrator equally.</p> <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:</p> <p>1. Whether the insured is legally entitled to recover damages; and</p> |

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| | | | | | | 2. The amount of damages. This applies only if the amount does not exceed the minimum limit for liability specified by the financial responsibility law of Tennessee. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding. |
| TENNESSEE PERSONAL AUTO POLICY | SA-1852/TNEP 10/06 | <p>6. For the first \$200 of the amount of property damage to the property of each insured as the result of any one accident. This exclusion (A.5.) does not apply if:</p> <p>a. we insure your covered auto for both collision and uninsured motorists property damage coverage; and</p> <p>b. the operator of the uninsured motor vehicle is positively identified and is solely at fault.</p> <p>The limit of Property Damage Liability shown in the Declarations for each accident for Uninsured Motorists Coverage is our maximum limit of liability for all property damage resulting from any one accident. This is the most we will pay regardless of the number of:</p> <p>1. Insureds;</p> <p>2. Claims made;</p> <p>3. Vehicles or premiums shown in the Declarations; or</p> <p>4. Vehicles involved in the accident.</p> <p>D. No payment will be made for loss paid or payable to the insured under Part D of the</p> | <p>C. A person seeking Uninsured Motorists Coverage must also:</p> <p>1. Report the accident to the police or other civil authority within twenty-four (24) hours or as soon as practicable if a hit-and-run driver is involved.</p> <p>2. Promptly send us copies of the legal papers if a suit is brought.</p> | <p>INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of:</p> <p>1. Bodily injury sustained by an insured and caused by an accident; and</p> <p>2. Property damage caused by accident if the Declarations indicate that both Bodily Injury and Property Damage Uninsured Motorists Coverage applies.</p> <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p> | <p>C. "Property damage" as used in this Part means injury to or destruction of:</p> <p>1. Your covered auto.</p> <p>2. Any property owned by a person listed in B.1. or B.2. of an insured while contained in your covered auto.</p> | <p>ARBITRATION OF OTHER DISPUTES BETWEEN AN "INSURED" AND US</p> <p>The following provisions apply with respect to arbitration proceedings that are NOT subject to the requirements of the Tennessee Uninsured Motorists Coverage statute regarding a full limits settlement offer from a liable party:</p> <p>A. If we and an insured do not agree:</p> <p>1. Whether that insured is legally entitled to recover damages; or</p> <p>2. As to the amount of damages which are recoverable by that Insured;</p> <p>from the owner or operator of an uninsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated.</p> <p>Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will:</p> <p>1. Pay the expenses it incurs; and</p> <p>2. Bear the expenses of the third arbitrator equally.</p> <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:</p> |

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| | | policy. | | | | 1. Whether the insured is legally entitled to recover damages; and 2. The amount of damages. This applies only if the amount does not exceed the minimum limit for liability specified by the financial responsibility law of Tennessee. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding. |
| TENNESSEE PERSONAL AUTO POLICY | SA-1852/TNEP 9/07 | <p>6. For the first \$200 of the amount of property damage to the property of each insured as the result of any one accident. This exclusion (A.5.) does not apply if:</p> <p>a. we insure your covered auto for both collision and uninsured motorists property damage coverage; and</p> <p>b. the operator of the uninsured motor vehicle is positively identified and is solely at fault.</p> <p>The limit of Property Damage Liability shown in the Declarations for each accident for Uninsured Motorists Coverage is our maximum limit of liability for all property damage resulting from any one accident. This is the most we will pay regardless of the number of:</p> <p>1. Insureds;</p> <p>2. Claims made;</p> <p>3. Vehicles or premiums shown in the Declarations; or</p> <p>4. Vehicles involved in the accident.</p> <p>D. No payment will be made for loss paid or</p> | <p>C. A person seeking Uninsured Motorists Coverage must also:</p> <p>1. Report the accident to the police or other civil authority within twenty-four (24) hours or as soon as practicable if a hit-and-run driver is involved.</p> <p>2. Promptly send us copies of the legal papers if a suit is brought.</p> | <p>INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of:</p> <p>1. Bodily injury sustained by an insured and caused by an accident; and</p> <p>2. Property damage caused by accident if the Declarations indicate that both Bodily Injury and Property Damage Uninsured Motorists Coverage applies.</p> <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p> | <p>C. "Property damage" as used in this Part means injury to or destruction of:</p> <p>1. Your covered auto.</p> <p>2. Any property owned by a person listed in B.1. or B.2. of an insured while contained in your covered auto.</p> | <p>ARBITRATION OF OTHER DISPUTES BETWEEN AN "INSURED" AND US</p> <p>The following provisions apply with respect to arbitration proceedings that are NOT subject to the Requirements of the Tennessee Uninsured Motorists Coverage statute regarding a full limits settlement offer from a liable party:</p> <p>A. If we and an insured do not agree:</p> <p>1. Whether that insured is legally entitled to recover damages; or</p> <p>2. As to the amount of damages which are recoverable by that insured;</p> <p>from the owner or operator of an uninsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated.</p> <p>Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will:</p> <p>1. Pay the expenses it incurs; and</p> <p>2. Bear the expenses of the third arbitrator equally.</p> <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A</p> |

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| | | payable to the insured under Part D of the policy. | | | | decision agreed to by two of the arbitrators will be binding as to: 1. Whether the insured is legally entitled to recover damages; and 2. The amount of damages. This applies only if the amount does not exceed the minimum limit for liability specified by the financial responsibility law of Tennessee. If the amount exceeds that limit, either Party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding. |
| TENNESSEE PERSONAL AUTO POLICY | SA-1852/TNEP 7/08 | <p>6. For the first \$200 of the amount of property damage to the property of each insured as the result of any one accident. This exclusion (A.5.) does not apply if:</p> <p>a. we insure your covered auto for both collision and uninsured motorists property damage coverage; and</p> <p>b. the operator of the uninsured motor vehicle is positively identified and is solely at fault.</p> <p>The limit of Property Damage Liability shown in the Declarations for each accident for Uninsured Motorists Coverage is our maximum limit of liability for all property damage resulting from any one accident. This is the most we will pay regardless of the number of:</p> <p>1. Insureds; 2. Claims made; 3. Vehicles or premiums shown in the Declarations; or 4. Vehicles involved in the accident.</p> | <p>C. A person seeking Uninsured Motorists Coverage must also:</p> <p>1. Report the accident to the police or other civil authority within twenty-four (24) hours or as soon as practicable if a hit-and-run driver is involved.</p> <p>2. Promptly send us copies of the legal papers if a suit is brought.</p> | <p>INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of:</p> <p>1. Bodily injury sustained by that insured and caused by an accident; and</p> <p>2. Property damage caused by accident if the Declarations indicate that both Bodily Injury and Property Damage Uninsured Motorists Coverage applies.</p> <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p> | <p>C. "Property damage" as used in this Part means injury to or destruction of:</p> <p>1. Your covered auto.</p> <p>2. Any property owned by a person listed in B.1. or B.2. of an insured while contained in your covered auto.</p> | <p>ARBITRATION OF OTHER DISPUTES BETWEEN AN "INSURED" AND US</p> <p>The following provisions apply with respect to arbitration proceedings that are NOT subject to the requirements of the Tennessee Uninsured Motorists Coverage statute regarding a full limits settlement offer from a liable party:</p> <p>A. If we and an insured do not agree:</p> <p>1. Whether that insured is legally entitled to recover damages; or</p> <p>2. As to the amount of damages which are recoverable by that insured;</p> <p>from the owner or operator of an uninsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated.</p> <p>Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will:</p> <p>1. Pay the expenses it incurs; and</p> <p>2. Bear the expenses of the third arbitrator equally.</p> <p>C. Unless both parties agree otherwise, arbitration will take place in the</p> |

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| | | D. No payment will be made for loss paid or payable to the insured under Part D of the policy. | | | | county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to: 1. Whether the insured is legally entitled to recover damages; and 2. The amount of damages. This applies only if the amount does not exceed the minimum limit for liability specified by the financial responsibility law of Tennessee. If the amount exceeds that limit, either Party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding. |
| TENNESSEE PERSONAL AUTO POLICY | SA-1852/TNEP 5/05 | <p>5. For the first \$200 of the amount of property damage to the property of each insured as the result of any one accident. This exclusion (A.5.) does not apply if:</p> <p>a. we insure your covered auto for both collision and uninsured motorists property damage coverage; and</p> <p>b. the operator of the uninsured motor vehicle is positively identified and is solely at fault.</p> <p>The limit of Property Damage Liability shown in the Declarations for each accident for Uninsured Motorists Coverage is our maximum limit of liability for all property damage resulting from any one accident. This is the most we will pay regardless of the number of:</p> <p>1. Insureds; 2. Claims made; 3. Vehicles or premiums shown in the Declarations; or</p> | <p>C. A person seeking Uninsured Motorists Coverage must also:</p> <p>1. Promptly notify the police if a hit-and-run driver is involved.</p> <p>2. Promptly send us copies of the legal papers if a suit is brought.</p> | <p>INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of:</p> <p>1. Bodily injury sustained by an insured and caused by an accident; and</p> <p>2. Property damage caused by an accident if the Declarations indicate that both Bodily Injury and Property Damage Uninsured Motorists Coverage applies.</p> <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p> | <p>C. "Property damage" as used in this Part means injury to or destruction of:</p> <p>1. Your covered auto.</p> <p>2. Any property owned by a person listed in 1. or 2. of an insured while contained in your covered auto.</p> | <p>ARBITRATION OF OTHER DISPUTES BETWEEN AN "INSURED" AND US</p> <p>The following provisions apply with respect to arbitration proceedings that are NOT subject to the requirements of the Tennessee Uninsured Motorists Coverage statute regarding a full limits settlement offer from a liable party:</p> <p>A. If we and an insured do not agree:</p> <p>1. Whether that insured is legally entitled to recover damages; or</p> <p>2. As to the amount of damages which are recoverable by that Insured;</p> <p>from the owner or operator of an uninsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated.</p> <p>Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will:</p> <p>1. Pay the expenses it incurs; and</p> <p>2. Bear the expenses of</p> |

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| | | <p>4. Vehicles involved in the accident.</p> <p>D. No payment will be made for loss paid or payable to the insured under Part D of the policy.</p> | | | | <p>the third arbitrator equally.</p> <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:</p> <ol style="list-style-type: none"> 1. Whether the insured is legally entitled to recover damages; and 2. The amount of damages. This applies only if the amount does not exceed the minimum limit for liability specified by the financial responsibility law of Tennessee. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding. |
| TENNESSEE PERSONAL AUTO POLICY | SA-1852/TNEP 3/01 | <p>5. For the first \$200 of the amount of property damage to the property of each insured as the result of any one accident. This exclusion (A.5.) does not apply if:</p> <ol style="list-style-type: none"> a. we insure your covered auto for both collision and uninsured motorists property damage coverage; and b. the operator of the uninsured motor vehicle is positively identified and is solely at fault. <p>The limit of Property Damage Liability shown in the Declarations for each accident for Uninsured Motorists Coverage is our maximum limit of liability for all property damage resulting from any one accident. This is the most we will pay regardless of the number of:</p> <ol style="list-style-type: none"> 1. Insureds; 2. Claims made; | <p>C. A person seeking Uninsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Promptly notify the police if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. | <p>INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of:</p> <ol style="list-style-type: none"> 1. Bodily injury sustained by an insured and caused by an accident; and 2. Property damage caused by an accident if the Declarations indicate that both Bodily Injury and Property Damage Uninsured Motorists Coverage applies. <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p> | <p>C. "Property damage" as used in this Part means injury to or destruction of:</p> <ol style="list-style-type: none"> 1. Your covered auto. 2. Any property owned by a person listed in 1. or 2. of an insured while contained in your covered auto. | <p>ARBITRATION OF OTHER DISPUTES BETWEEN AN "INSURED" AND US</p> <p>The following provisions apply with respect to arbitration proceedings that are NOT subject to the requirements of the Tennessee Uninsured Motorists Coverage statute regarding a full limits settlement offer from a liable party:</p> <p>A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. <p>B. Each party will:</p> <ol style="list-style-type: none"> 1. Pay the expenses it incurs; and |

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| | | <p>3. Vehicles or premiums shown in the Declarations; or</p> <p>4. Vehicles involved in the accident.</p> <p>C. No payment will be made for loss paid or payable to the insured under Part D of the policy.</p> | | | | <p>2. Bear the expenses of the third arbitrator equally.</p> <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:</p> <p>1. Whether the insured is legally entitled to recover damages; and</p> <p>2. The amount of damages. This applies only if the amount does not exceed the minimum limit for liability specified by the financial responsibility law of Tennessee. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.</p> |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
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| TEXAS PERSONAL AUTO POLICY | SA-1852/TXEP R1 2/09 | <p>8. For the first \$250 of the amount of property damage to the property of that insured as the result of any one accident.</p> <p>The limit of Property Damage Liability shown in the Declarations for "each accident" for Uninsured/Underinsured Motorists Coverage is our maximum limit of liability for all property damage resulting from any one accident. This is the most we will pay regardless of the number of:</p> <ol style="list-style-type: none"> 1. Insureds; 2. Claims made; 3. Bonds or policies applicable; 4. Vehicles or premiums shown in the Declarations; or 5. Vehicles involved in the accident. <p>D. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:</p> <ol style="list-style-type: none"> 1. Part A, Part B1 or Part D of this policy <p>An insured that has Collision Coverage and Uninsured/Underinsured Motorists Coverage—Property Damage may choose the coverage from which to recover damages.</p> | <p>A person seeking Uninsured Motorists Coverage under Paragraph 2. of the definition of uninsured motor vehicle must also promptly:</p> <ol style="list-style-type: none"> 1. Send us copies of the legal papers if a suit is brought; and 2. Notify us in writing of a tentative settlement between the insured and the insurer of the uninsured motor vehicle and allow us 30 days to advance payment to that insured in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such uninsured motor vehicle. | <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of:</p> <ol style="list-style-type: none"> 1. Bodily injury sustained by that insured and caused by an accident; or 2. Property damage caused by an accident. <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p> <p>Any judgment for damages arising out of suit Brought without our written consent is not binding on us. If we and you do not agree as to whether or not a vehicle is actually uninsured, the burden of proof as to that issue shall be on us.</p> | <p>C. "Property damage" as used in this Part means injury to, or destruction of, or loss of use of:</p> <ol style="list-style-type: none"> 1. Your covered auto, not including a temporary substitute. 2. Any property owned by a person listed in 1. or 2. of the definition of an Insured while contained in your covered auto. 3. Any property owned by you or any family member while contained in any auto not owned, but being operated, by you or any family member. | <p>A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. <p>Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will:</p> <ol style="list-style-type: none"> 1. Pay the expenses it incurs; and 2. Bear the expenses of the third arbitrator equally. <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:</p> <ol style="list-style-type: none"> 1. Whether the insured is legally entitled to recover damages; and 2. The amount of damages. <p>This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which your covered auto is principally garaged. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding. However, at any time before the arbitrators' decision, either party may revoke the agreement to arbitrate the matter.</p> |
| TEXAS PERSONAL AUTO POLICY | SA-1852/TXEP 12/06 | <p>8. For the first \$250 of the amount of property damage to the property of that insured as the result of any one accident.</p> | <p>A person seeking Uninsured Motorists Coverage under Paragraph 2. of the definition of uninsured motor vehicle must also promptly:</p> | <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle</p> | <p>C. "Property damage" as used in this Part means injury to, or destruction of, or loss of use of:</p> <ol style="list-style-type: none"> 1. Your covered | <p>A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
|----------------------------|-------------------|---|--|---|--|--|
| | | <p>The limit of Property Damage Liability shown in the Declarations for "each accident" for Uninsured/Underinsured Motorists Coverage is our maximum limit of liability for all property damage resulting from any one accident. This is the most we will pay regardless of the number of:</p> <ol style="list-style-type: none"> 1. Insureds; 2. Claims made; 3. Bonds or policies applicable; 4. Vehicles or premiums shown in the Declarations; or 5. Vehicles involved in the accident. <p>D. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:</p> <ol style="list-style-type: none"> 1. Part A, Part B1 or Part D of this policy | <ol style="list-style-type: none"> 1. Send us copies of the legal papers if a suit is brought; and 2. Notify us in writing of a tentative settlement between the insured and the insurer of the uninsured motor vehicle and allow us 30 days to advance payment to that Insured in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such uninsured motor vehicle.. | <p>because of:</p> <ol style="list-style-type: none"> 1. Bodily injury sustained by an Insured and caused by an accident; or 2. Property damage caused by an accident. <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p> <p>Any judgment for damages arising out of suit brought without our written consent is not binding on us. If we and you do not agree as to whether or not a vehicle is actually uninsured, the burden of proof as to that issue shall be on us.</p> | <p>auto, not including a temporary substitute.</p> <ol style="list-style-type: none"> 2. Any property owned by a person listed in 1. or 2. of the definition of an insured while contained in your covered auto. 3. Any property owned by you or any family member while contained in any auto not owned, but being operated, by you or any family member. | <p>from the owner or operator of an uninsured motor vehicle then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will:</p> <ol style="list-style-type: none"> 1. Pay the expenses it incurs; and 2. Bear the expenses of the third arbitrator equally. <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:</p> <ol style="list-style-type: none"> 1. Whether the insured is legally entitled to recover damages; and 2. The amount of damages. <p>This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which your covered auto is principally garaged. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.</p> <p>However, at any time before the arbitrators' decision, either party may revoke the agreement to arbitrate the matter.</p> |
| TEXAS PERSONAL AUTO POLICY | SA-1852/TXEP 4/08 | <ol style="list-style-type: none"> 8. For the first \$250 of the amount of property damage to the property of that insured as the result of any one accident. <p>The limit of Property</p> | <p>A person seeking Uninsured Motorists Coverage under Paragraph 2. of the definition of uninsured motor vehicle must also promptly:</p> <ol style="list-style-type: none"> 1. Send us copies of | <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of:</p> | <p>C. "Property damage" as used in this Part means injury to, or destruction of, or loss of use of:</p> <ol style="list-style-type: none"> 1. Your covered auto, not | <p>A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; <p>from the owner or operator of</p> |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
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| | | <p>Damage Liability shown in the Declarations for "each accident" for Uninsured/Underinsured Motorists Coverage is our maximum limit of liability for all property damage resulting from any one accident. This is the most we will pay regardless of the number of;</p> <ol style="list-style-type: none"> 1. Insureds; 2. Claims made; 3. Bonds or policies applicable; 4. Vehicles or premiums shown in the Declarations; or 5. Vehicles involved in the accident. <p>D. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:</p> <ol style="list-style-type: none"> 1. Part A, Part B1 or Part D of this policy | <p>the legal papers if a suit is brought; and</p> <ol style="list-style-type: none"> 2. Notify us in writing of a tentative settlement between the insured and the insurer of the uninsured motor vehicle and allow us 30 days to advance payment to that insured in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such uninsured motor vehicle.. | <ol style="list-style-type: none"> 1. Bodily injury sustained by an Insured and caused by an accident; or 2. Property damage caused by an accident. <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p> <p>Any judgment for damages arising out of suit brought without our written consent is not binding on us. If we and you do not agree as to whether or not a vehicle is actually uninsured, the burden of proof as to that issue shall be on us.</p> | <p>including a temporary substitute.</p> <ol style="list-style-type: none"> 2. Any property owned by a person listed in 1. or 2. of the definition of an Insured while contained in your covered auto. 3. Any property owned by you or any family member while contained in any auto not owned, but being operated, by you or any family member. | <p>an uninsured motor vehicle then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will:</p> <ol style="list-style-type: none"> 1. Pay the expenses it incurs; and 2. Bear the expenses of the third arbitrator equally. <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:</p> <ol style="list-style-type: none"> 1. Whether the insured is legally entitled to recover damages; and 2. The amount of damages. <p>This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which your covered auto is principally garaged. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding. However, at any time before the arbitrators' decision, either party may revoke the agreement to arbitrate the matter.</p> |
| TEXAS PERSONAL AUTOMOBILE POLICY | SA-140/TXEP 1/06 | <ol style="list-style-type: none"> 4. For the first \$250 of the amount of property damage to the property of that insured as the result of any one accident. <p>B. For any property damage to which the</p> | <p>A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Promptly notify the police if a hit-and-run driver is involved; 2. Promptly send us copies of the legal | <p>We will pay damages which a covered person is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of bodily injury</p> | <p>C. "Property damage" as used in this Part means injury to, or destruction of, or loss of use of:</p> <ol style="list-style-type: none"> 1. Your covered auto, not including a | None. |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
|----------------------------------|------------------|---|--|--|---|--|
| | | Coverage for Damage to Your Auto of this policy (or similar coverage from another policy) and this coverage both apply, you may choose the coverage from which damages will be paid. You may recover under both coverages, but only if: 1. Neither one by itself is sufficient to cover the loss; 2. You pay the higher deductible amount (but you do not have to pay both deductibles); and 3. You will not recover more than the actual damages. | papers if a suit is brought; 3. Take reasonable steps after loss, at our expense, to protect damaged property from further loss; and 4. Permit us to inspect and appraise the damaged property before its repair or disposal. | sustained by a covered person, or property damage, caused by an accident. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle. Any judgment for damages arising out of a suit brought without our consent is not binding on us. If we and you do not agree as to whether or not a vehicle is actually uninsured, the burden of proof as to that issue shall be on us. | temporary substitute. 2. Any property owned by a person listed in 1. or 2. of the definition of an insured while contained in your covered auto. 3. Any property owned by you or any family member while contained in any auto not owned, but being operated, by you or any family member. | |
| TEXAS PERSONAL AUTOMOBILE POLICY | SA-140/TXEP 5/03 | 4. For the first \$250 of the amount of property damage to the property of that insured as the result of any one accident. B. For any property damage to which the Coverage for Damage to Your Auto of this policy (or similar coverage from another policy) and this coverage both apply, you may choose the coverage from which damages will be paid. You may recover under both coverages, but only if: 1. Neither one by itself is sufficient to cover the loss; 2. You pay the higher deductible amount (but you do not have to pay both deductibles); and 3. You will not recover more than the actual damages. | A person seeking Uninsured/Underinsured Motorists Coverage must also: 1. Promptly notify the police if a hit-and-run driver is involved; 2. Promptly send us copies of the legal papers if a suit is brought; 3. Take reasonable steps after loss, at our expense, to protect damaged property from further loss; and 4. Permit us to inspect and appraise the damaged property before its repair or disposal. | We will pay damages which a covered person is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of bodily injury sustained by a covered person, or property damage, caused by an accident. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle. Any judgment for damages arising out of a suit brought without our consent is not binding on us. If we and you do not agree as to whether or not a vehicle is actually uninsured, the burden of proof as to that issue shall be on us. | C. "Property damage" as used in this Part means injury to, destruction of or loss of use of: 1. Your covered auto, not including a temporary substitute auto. 2. Any property owned by a person listed in B.1. or B.2. of covered person while contained in your covered auto. 3. Any property owned by you or any family member while contained in any auto not owned, but being operated, by you or any family member. | None. |
| TEXAS PERSONAL AUTOMOBILE POLICY | SA-140/TXEP 6/01 | 4. For the first \$250 of the amount of property damage to the property of that insured as the result | A person seeking Uninsured/Underinsured Motorists Coverage must also: 1. Promptly notify the police if a hit-and-run | We will pay damages which a covered person is legally entitled to recover from the owner or operator | C. "Property damage" as used in this Part means injury to, destruction of or loss of use of. | None. |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
|----------------------------|-------------------|--|--|---|---|--|
| | | <p>of any one accident.</p> <p>B. For any property damage to which the Coverage for Damage to Your Auto of this policy (or similar coverage from another policy) and this coverage both apply, you may choose the coverage from which damages will be paid. You may recover under both coverages, but only if:</p> <ol style="list-style-type: none"> 1. Neither one by itself is sufficient to cover the loss; 2. You pay the higher deductible amount (but you do not have to pay both deductibles); and 3. You will not recover more than the actual damages. | <p>driver is involved;</p> <ol style="list-style-type: none"> 2. Promptly send us copies of the legal papers if a suit is brought; 3. Take reasonable steps after loss, at our expense, to protect damaged property from further loss; and 4. Permit us to inspect and appraise the damaged property before its repair or disposal. | <p>of an uninsured motor vehicle because of bodily injury sustained by a covered person, or property damage, caused by an accident. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle. Any judgment for damages arising out of a suit brought without our consent is not binding on us. If we and you do not agree as to whether or not a vehicle is actually uninsured, the burden of proof as to that issue shall be on us.</p> | <ol style="list-style-type: none"> 1. Your covered auto, not including a temporary substitute auto. 2. Any property owned by a person listed in B.1. or B.2. of covered person while contained in your covered auto. 3. Any property owned by you or any family member while contained in any auto not owned, but being operated, by you or any family member. | |
| TEXAS PERSONAL AUTO POLICY | SA-1178/TXEP 1/06 | <ol style="list-style-type: none"> 4. For the first \$250 of the amount of property damage to the property of that Insured as the result of any one accident. <p>B. For any property damage to which the Coverage for Damage to Your Auto of this policy (or similar coverage from another policy) and this coverage both apply, you may choose the coverage from which damages will be paid. You may recover under both coverages, but only if:</p> <ol style="list-style-type: none"> 1. Neither one by itself is sufficient to cover the loss; 2. You pay the higher deductible amount (but you do not have to pay both deductibles); and 3. You will not recover more than the actual damages. | <p>A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Promptly notify the police if a hit-and-run driver is involved; 2. Promptly send us copies of the legal papers if a suit is brought; 3. Take reasonable steps after loss, at our expense, to protect damaged property from further loss; and 4. Permit us to inspect and appraise the damaged property before its repair or disposal. | <p>We will pay damages which a covered person is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of bodily injury sustained by a covered person, or property damage, caused by an accident. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle. Any judgment for damages arising out of a suit brought without our consent is not binding on us. If we and you do not agree as to whether or not a vehicle is actually uninsured, the burden of proof as to that issue shall be on us.</p> | <p>C. "Property damage" as used in this Part means injury to, destruction of or loss of use of:</p> <ol style="list-style-type: none"> 1. Your covered auto, not including a temporary substitute auto. 2. Any property owned by a person listed in B.1. or B.2. of covered person while contained in your covered auto. 3. Any property owned by you or any family member while contained in any auto not owned, but being operated, by you or any family member. | None. |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
|----------------------------|-------------------|---|---|--|--|--|
| TEXAS PERSONAL AUTO POLICY | SA-1178/TXEP 2/07 | <p>8. For the first \$250 of the amount of property damage to the property of that insured as the result of any one accident.</p> <p>The limit of Property Damage Liability shown in the Declarations for "each accident" for Uninsured/Underinsured Motorists Coverage is our maximum limit of liability for all property damage resulting from any one accident. This is the most we will pay regardless of the number of:</p> <ol style="list-style-type: none"> 1. Insureds; 2. Claims made; 3. Bonds or policies applicable; 4. Vehicles or premiums shown in the Declarations; or 5. Vehicles involved in the accident. <p>D. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:</p> <ol style="list-style-type: none"> 1. Part A, Part B1 or Part D of this policy | <p>C. A person seeking Uninsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Report the accident to the police or other civil authority within twenty-four (24) hours or as soon as practicable if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. | <p>We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of:</p> <ol style="list-style-type: none"> 1. Bodily injury sustained by an insured and caused by an accident; or 2. Property damage caused by an accident. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle. Any judgment for damages arising out of suit brought without our written consent is not binding on us. If we and you do not agree as to whether or not a vehicle is actually uninsured, the burden of proof as to that issue shall be on us. | <p>C. "Property damage" as used in this Part means injury to, or destruction of, or loss of use of:</p> <ol style="list-style-type: none"> 1. Your covered auto, not including a temporary substitute. 2. Any property owned by a person listed in 1. or 2. of the definition of an insured while contained in your covered auto. 3. Any property owned by you or any family member while contained in any auto not owned, but being operated, by you or any family member. | <p>A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. <p>B. Each party will: 1. Pay the expenses it incurs; and 2. Bear the expenses of the third arbitrator equally.</p> <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:</p> <ol style="list-style-type: none"> 1. Whether the insured is legally entitled to recover damages; and 2. The amount of damages. <p>This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which your covered auto is principally garaged. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding. However, at any time before the arbitrators' decision, either party may revoke the agreement to arbitrate the matter.</p> |
| TEXAS PERSONAL AUTO POLICY | SA-1178/TXEP 4/08 | <p>8. For the first \$250 of the amount of property damage to the property of that insured as the result of any one accident.</p> <p>The limit of Property Damage Liability shown in the</p> | <p>C. A person seeking Uninsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Report the accident to the police or other civil authority within twenty-four (24) hours or as soon as practicable if a hit-and-run driver is involved. | <p>We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of:</p> <ol style="list-style-type: none"> 1. Bodily injury sustained by an insured and | <p>"Property damage" as used in this Part means injury to, or destruction of, or loss of use of:</p> <ol style="list-style-type: none"> 1. Your covered auto, not including a temporary substitute. | <p>A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle then the matter may be |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
|----------------------------|--------------------|---|--|--|---|--|
| | | <p>Declarations for "each accident" for Uninsured/Underinsured Motorists Coverage is our maximum limit of liability for all property damage resulting from any one accident. This is the most we will pay regardless of the number of:</p> <ol style="list-style-type: none"> 1. Insureds; 2. Claims made; 3. Bonds or policies applicable; 4. Vehicles or premiums shown in the Declarations; or 5. Vehicles involved in the accident. <p>D. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:</p> <ol style="list-style-type: none"> 1. Part A, Part B1 or Part D of this policy | 2. Promptly send us copies of the legal papers if a suit is brought. | <p>caused by an accident; or</p> <p>2. Property damage caused by an accident. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle. Any judgment for damages arising out of suit brought without our written consent is not binding on us. If we and you do not agree as to whether or not a vehicle is actually uninsured, the burden of proof as to that issue shall be on us.</p> | <p>2. Any property owned by a person listed in 1. or 2. of the definition of an insured while contained in your covered auto.</p> <p>3. Any property owned by you or any family member while contained in any auto not owned, but being operated, by you or any family member.</p> | <p>arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. B. Each party will:</p> <ol style="list-style-type: none"> 1. Pay the expenses it incurs; and 2. Bear the expenses of the third arbitrator equally. <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:</p> <ol style="list-style-type: none"> 1. Whether the insured is legally entitled to recover damages; and 2. The amount of damages. <p>This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which your covered auto is principally garaged. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding. However, at any time before the arbitrators' decision, either party may revoke the agreement to arbitrate the matter.</p> |
| TEXAS PERSONAL AUTO POLICY | SA-1178/TXEP 11/00 | <p>4. For the first \$250 of the amount of property damage to the property of that insured as the result of any one accident.</p> <p>For any property damage to which the Coverage for Damage to Your Auto of this policy (or similar coverage from another policy) and this coverage both apply, you may choose the coverage from which damages will be paid. You may recover under both</p> | <p>A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Promptly notify the police if a hit-and-run driver is involved; 2. Promptly send us copies of the legal papers if a suit is brought; 3. Take reasonable steps after loss, at our expense, to protect damaged property from further loss; and 4. Permit us to inspect and appraise the damaged property before its | <p>We will pay damages which a covered person is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of bodily injury sustained by a covered person, or property damage, caused by an accident. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the</p> | <p>C. "Property damage" as used in this Part means injury to, destruction of or loss of use of:</p> <ol style="list-style-type: none"> 1. Your covered auto, not including a temporary substitute auto. 2. Any property owned by a person listed in B.1. or B.2. of covered person while contained in your covered auto. 3. Any property owned by you or | None. |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
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| | | coverages, but only if: 1. Neither one by itself is sufficient to cover the loss; 2. You pay the higher deductible amount (but you do not have to pay both deductibles); and 3. You will not recover more than the actual damages. | repair or disposal. | uninsured motor vehicle. Any judgment for damages arising out of a suit brought without our consent is not binding on us. If we and you do not agree as to whether or not a vehicle is actually uninsured, the burden of proof as to that issue shall be on us. | any family member while contained in any auto not owned, but being operated, by you or any family member. | |
| TEXAS PERSONAL AUTO POLICY | SA-1178/TXEP 12/06 | <p>8. For the first \$250 of the amount of property damage to the property of that insured as the result of any one accident.</p> <p>The limit of Property Damage Liability shown in the Declarations for "each accident" for Uninsured/Underinsured Motorists Coverage is our maximum limit of liability for all property damage resulting from any one accident. This is the most we will pay regardless of the number of:</p> <ol style="list-style-type: none"> 1. Insureds; 2. Claims made; 3. Bonds or policies applicable; 4. Vehicles or premiums shown in the Declarations; or 5. Vehicles involved in the accident. <p>D. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:</p> <ol style="list-style-type: none"> 1. Part A, Part B1 or Part D of this policy | <p>C. A person seeking Uninsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Report the accident to the police or other civil authority within twenty-four (24) hours or as soon as practicable if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. | <p>We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of:</p> <ol style="list-style-type: none"> 1. Bodily Injury sustained by an insured and caused by an accident; or 2. Property damage caused by an accident. <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle. Any judgment for damages arising out of suit brought without our written consent is not binding on us. If we and you do not agree as to whether or not a vehicle is actually uninsured, the burden of proof as to that issue shall be on us.</p> | <p>"Property damage" as used in this Part means injury to, or destruction of, or loss of use of:</p> <ol style="list-style-type: none"> 1. Your covered auto, not including a temporary substitute. 2. Any property owned by a person listed in 1. or 2. of the definition of an insured while contained in your covered auto. 3. Any property owned by you or any family member while contained in any auto not owned, but being operated, by you or any family member. | <p>A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. <p>Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will:</p> <ol style="list-style-type: none"> 1. Pay the expenses it incurs; and 2. Bear the expenses of the third arbitrator equally. <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:</p> <ol style="list-style-type: none"> 1. Whether the insured is legally entitled to recover damages; and 2. The amount of damages. <p>This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which your covered auto is principally garaged. If the</p> |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
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| | | | | | | amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding. However, at any time before the arbitrators' decision, either party may revoke the agreement to arbitrate the matter. |
| TEXAS PERSONAL AUTO POLICY | SA-1178/TXEP 5/03 | <p>4. For the first \$250 of the amount of property damage to the property of that insured as the result of any one accident.</p> <p>For any property damage to which the Coverage for Damage to Your Auto of this policy (or similar coverage from another policy) and this coverage both apply, you may choose the coverage from which damages will be paid. You may recover under both coverages, but only if:</p> <ol style="list-style-type: none"> 1. Neither one by itself is sufficient to cover the loss; 2. You pay the higher deductible amount (but you do not have to pay both deductibles); and 3. You will not recover more than the actual damages | <p>A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Promptly notify the police if a hit-and-run driver is involved; 2. Promptly send us copies of the legal papers if a suit is brought; 3. Take reasonable steps after loss, at our expense, to protect damaged property from further loss; and 4. Permit us to inspect and appraise the damaged property before its repair or disposal. | <p>We will pay damages which a covered person is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of bodily injury sustained by a covered person, or property damage, caused by an accident. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle. Any judgment for damages arising out of a suit brought without our consent is not binding on us. If we and you do not agree as to whether or not a vehicle is actually uninsured, the burden of proof as to that issue shall be on us.</p> | <p>"Property damage" as used in this Part means injury to, destruction of or loss of use of:</p> <ol style="list-style-type: none"> 1. Your covered auto, not including a temporary substitute auto. 2. Any property owned by a person listed in B.1. or B.2. of covered person while contained in your covered auto. 3. Any property owned by you or any family member while contained in any auto not owned, but being operated, by you or any family member. | None. |
| TEXAS PERSONAL AUTO POLICY | SA-1178/TXEP 2/09 | <p>8. For the first \$250 of the amount of property damage to the property of that insured as the result of any one accident.</p> <p>The limit of Property Damage Liability shown in the Declarations for "each accident" for Uninsured/Underinsured Motorists Coverage is our maximum limit of liability for all property</p> | <p>A person seeking Uninsured Motorists Coverage under Paragraph 2. of the definition of uninsured motor vehicle must also promptly:</p> <ol style="list-style-type: none"> 1. Send us copies of the legal papers if a suit is brought; and 2. Notify us in writing of a tentative settlement between the insured and the insurer of the uninsured motor vehicle and allow us 30 days to advance payment to that | <p>We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of:</p> <ol style="list-style-type: none"> 1. Bodily injury sustained by that insured and caused by an accident; or 2. Property damage caused by an accident. The owner's or operator's liability for these damages | <p>C. "Property damage" as used in this Part means injury to, or destruction of, or loss of use of:</p> <ol style="list-style-type: none"> 1. Your covered auto, not including a temporary substitute. 2. Any property owned by a person listed in 1. or 2. of the definition of an insured while contained in your covered auto. | <p>A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
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| | | <p>damage resulting from any one accident. This is the most we will pay regardless of the number of:</p> <ol style="list-style-type: none"> 1. Insureds; 2. Claims made; 3. Bonds or policies applicable; 4. Vehicles or premiums shown in the Declarations; or 5. Vehicles involved in the accident. <p>D. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:</p> <ol style="list-style-type: none"> 1. Part A, Part B1 or Part D of this policy | insured in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such uninsured motor vehicle. | must arise out of the ownership, maintenance or use of the uninsured motor vehicle. Any judgment for damages arising out of suit brought without our written consent is not binding on us. If we and you do not agree as to whether or not a vehicle is actually uninsured, the burden of proof as to that issue shall be on us. | <p>3. Any property owned by you or any family member while contained in any auto not owned, but being operated, by you or any family member.</p> | <p>an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will:</p> <ol style="list-style-type: none"> 1. Pay the expenses it incurs; and 2. Bear the expenses of the third arbitrator equally. <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:</p> <ol style="list-style-type: none"> 1. Whether the insured is legally entitled to recover damages; and 2. The amount of damages. <p>This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which your covered auto is principally garaged. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.</p> |
| TEXAS PERSONAL AUTOMOBILE POLICY | SA-1455/TXEP 1/06 | <p>4. For the first \$250 of the amount of property damage to the property of that insured as the result of any one accident.</p> <p>For any property damage to which the Coverage for Damage to Your Auto of this policy (or similar coverage from another policy) and this coverage both apply, you may choose the coverage from which damages will be paid. You may recover under both coverages, but only</p> | <p>A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Promptly notify the police if a hit-and-run driver is involved; 2. Promptly send us copies of the legal papers if a suit is brought; 3. Take reasonable steps after loss, at our expense, to protect damaged property from further loss; and 4. Permit us to inspect and appraise the damaged property before its repair or disposal. | We will pay damages which a covered person is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of bodily injury sustained by a covered person, or property damage, caused by an accident. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor | "Property damage" as used in this Part means injury to, destruction of or loss of use of: | None. |

| Title of Policy | Policy ID Number | Exclusions | Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage | Insuring Agreement Language for UMPD Coverage | Definition of "Property Damage" Under UMPD Section | Arbitration Provision Under UMPD Section |
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| | | if: 1. Neither one by itself is sufficient to cover the loss; 2. You pay the higher deductible amount (but you do not have to pay both deductibles); and 3. You will not recover more than the actual damages | | vehicle. Any judgment for damages arising out of a suit brought without our consent is not binding on us. If we and you do not agree as to whether or not a vehicle is actually uninsured, the burden of proof as to that issue shall be on us. | member while contained in any auto not owned, but being operated, by you or any family member. | |
| TEXAS PERSONAL AUTO POLICY | SA-1455/TXEP 2/07 | <p>8. For the first \$250 of the amount of property damage to the property of that insured as the result of any one accident.</p> <p>The limit of Property Damage Liability shown in the Declarations for "each accident" for Uninsured/Underinsured Motorists Coverage is our maximum limit of liability for all property damage resulting from any one accident. This is the most we will pay regardless of the number of:</p> <ol style="list-style-type: none"> 1. Insureds; 2. Claims made; 3. Bonds or policies applicable; 4. Vehicles or premiums shown in the Declarations; or 5. Vehicles involved in the accident. <p>D. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:</p> <ol style="list-style-type: none"> 1. Part A, Part B1 or Part D of this policy | <p>A person seeking Uninsured Motorists Coverage under Paragraph 2. of the definition of uninsured motor vehicle must also promptly:</p> <ol style="list-style-type: none"> 1. Send us copies of the legal papers if a suit is brought; and 2. Notify us in writing of a tentative settlement between the insured and the insurer of the uninsured motor vehicle and allow us 30 days to advance payment to that insured in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such uninsured motor vehicle. | <p>We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of:</p> <ol style="list-style-type: none"> 1. Bodily injury sustained by an insured and caused by an accident; or 2. Property damage caused by an accident. <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle. Any judgment for damages arising out of suit brought without our written consent is not binding on us. If we and you do not agree as to whether or not a vehicle is actually uninsured, the burden of proof as to that issue shall be on us.</p> | <p>"Property damage" as used in this Part means injury to, or destruction of, or loss of use of:</p> <ol style="list-style-type: none"> 1. Your covered auto, not including a temporary substitute. 2. Any property owned by a person listed in 1. or 2. of the definition of an insured while contained in your covered auto. 3. Any property owned by you or any family member while contained in any auto not owned, but being operated, by you or any family member. | <p>A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. <p>B. Each party will:</p> <ol style="list-style-type: none"> 1. Pay the expenses it incurs; and 2. Bear the expenses of the third arbitrator equally. <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:</p> <ol style="list-style-type: none"> 1. Whether the insured is legally entitled to recover damages; and 2. The amount of damages. This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which your covered auto is principally garaged. If the amount exceeds |

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| | | | | | | that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding. However, at any time before the arbitrators' decision, either party may revoke the agreement to arbitrate the matter. |
| TEXAS PERSONAL AUTO POLICY | SA-1455/TXEP 2/09 | <p>8. For the first \$250 of the amount of property damage to the property of that insured as the result of any one accident.</p> <p>The limit of Property Damage Liability shown in the Declarations for "each accident" for Uninsured/Underinsured Motorists Coverage is our maximum limit of liability for all property damage resulting from any one accident. This is the most we will pay regardless of the number of:</p> <ol style="list-style-type: none"> 1. Insureds; 2. Claims made; 3. Bonds or policies applicable; 4. Vehicles or premiums shown in the Declarations; or 5. Vehicles involved in the accident. <p>D. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:</p> <ol style="list-style-type: none"> 1. Part A, Part B1 or Part D of this policy | <p>A person seeking Uninsured Motorists Coverage under Paragraph 2. of the definition of uninsured motor vehicle must also promptly:</p> <ol style="list-style-type: none"> 1. Send us copies of the legal papers if a suit is brought; and 2. Notify us in writing of a tentative settlement between the insured and the insurer of the uninsured motor vehicle and allow us 30 days to advance payment to that insured in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such uninsured motor vehicle. | <p>We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of:</p> <ol style="list-style-type: none"> 1. Bodily injury sustained by that insured and caused by an accident; or 2. Property damage caused by an accident. <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle. Any judgment for damages arising out of suit brought without our written consent is not binding on us. If we and you do not agree as to whether or not a vehicle is actually uninsured, the burden of proof as to that issue shall be on us.</p> | <p>"Property damage" as used in this Part means injury to, or destruction of, or loss of use of:</p> <ol style="list-style-type: none"> 1. Your covered auto, not including a temporary substitute. 2. Any property owned by a person listed in 1. or 2. of the definition of an insured while contained in your covered auto. 3. Any property owned by you or any family member while contained in any auto not owned, but being operated, by you or any family member. | <p>A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. <p>B. Each party will:</p> <ol style="list-style-type: none"> 1. Pay the expenses it incurs; and 2. Bear the expenses of the third arbitrator equally. <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:</p> <ol style="list-style-type: none"> 1. Whether the insured is legally entitled to recover damages; and 2. The amount of damages. <p>This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which your covered auto is principally garaged. If the amount exceeds that limit, either party may</p> |